KARIN KOMERC MD DOO
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VETERNIK, NOVI SAD

Contract No.2023-ERGS-XSTL-ZY-007

Modernization and Reconstruction Project of Hungarian-Serbian Railway Connection in the Territory of the Republic of Serbia for Section Novi Sad-Subotica-Border (Kelebia)
匈牙利至塞尔维亚铁路塞尔维亚境内诺维萨德-苏博蒂察-边境(克莱比奥)段铁路现代化与改扩建项目

Subcontract for the Civil Construction in the section of Km168+690-Km184+635
Km168+690-Km184+635 段土建施工分包合同

Contractor: SHANDONG LUQIAO GROUP CO.LTD OGRANAK BEOGRAD-Novi Beograd

Subcontractor: KARIN KOMERC MD DOO VETERNIK

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Whereas:
鉴于

I. On 10 (MM).17 (DD).2021 (YYYY), both SHANDONG LUQIAO GROUP CO.LTD OGRANAK BEOGRAD-Novi Beograd and Joint Venture of China Railway International Co., Ltd. & China Communications Construction Company Ltd.(General Contractor) signed the Civil and Track Engineering (Lot NS-II) Subcontract on Modernization and Reconstruction of Hungarian-Serbian Railway Connection in the Territory of the Republic of Serbia, For Section Novi Sad-Subotica-Border (Kelebia) (hereinafter referred to as the Civil and Track Engineering (Lot NS-II) Subcontract) in Belgrade, Serbia.
I. 2021 年 10 月 17 日，山东路桥集团有限公司与中铁国际股份有限公司与中国交通建设股份有限公司联营体(总承包商) 在塞尔维亚贝尔格莱德签署了塞尔维亚共和国境内匈牙利-塞尔维亚铁路连接线的现代化和重建，诺维萨德-苏博蒂察-边境段（Kelebia）的《土建及轨道工程（Lot NS-II）分包合同》（以下简称土建及轨道工程（NS-II 标段）分包合同）。

II. Civil and Track Construction (Lot NS-II) Project for Modernization and Reconstruction of Hungarian-Serbian Railway Connection in the Territory of the Republic of Serbia for Section Novi Sad-Subotica-Border (Kelebia) Engineering Construction Subcontract (Contract No. 2022-ERGS-XSTL-ZY-002) was signed on February 3rd ,2022 by SHANDONG LUQIAO GROUP CO. LTD OGRANAK BEOGRAD-Novi Beograd and KARIN KOMERC MD DOO VETERNIK (Hereinafter referred to as the "Main Subcontract").
II. 山东省路桥集团有限公司与 KARIN KOMERC MD DOO VETERNIK 已于 2022 年 2 月 3 日签署了匈牙利-塞尔维亚铁路塞尔维亚境内诺维萨德-苏博蒂察-边境（克莱比奥）段现代化与改扩建项目土建及轨道工程（NS-II 标）施工分包合同（合同编号：2022-ERGS-XSTL-ZY-002）（以下简称“主分包合同”）.

Contractor: SHANDONG LUQIAO GROUP CO. LTD OGRANAK BEOGRAD-Novi Beograd, MB: 29508739, PIB: 112302292, Trg prijateljstva Srbije i Kine 4, 11070 Novi Beograd. Represented by Wang Yong (“Party A”)

And 和

Subcontractor: KARIN KOMERC MD DOO VETERNIK, MB: 20009233, PIB: 103726184, Živorada Petrovića 8, 21203 Novi Sad, Represented by Krste Dubroja. (“Party B”)

Hereinafter collectively referred to as: Contracting Parties.
以下统称为：合同方

Contracting Parties, through negotiation, signed this Subcontract (Contract No.2023-ERGS-XSTL-ZY-007) (hereinafter referred to as this Subcontract and the

subject matter of this Subcontract referred as the Works) in Subotica on 9 (month) 1 (day), 2023. The specific terms are as follows for both parties to follow.
合同方经协商于 2023 年 9 月 1 日在苏博蒂察签订本分包合同(合同编号：2023-ERGS-XSTL-ZY-007)(以下称为本分包合同，本分包合同的标的物称为工程)。具体条款如下，双方共同遵守。

该主分包合同被视为构成本分包合同组成部分之一，本分包合同将以主分包合同作为基础；在本分包合同中未详尽之处，按照主分包合同规定执行；
The Main Subcontract is deemed to constitute one of the components of this Subcontract, and this Subcontract shall be based on the Main Subcontract; If there is no detail in this subcontract, it shall be implemented in accordance with the provisions of the Main Subcontract;

1.General

1.总则

1.1Definitions, explanations and descriptions

1.1 定义、解释和描述

Except for Article 1.1.2.3, the definitions, interpretations and descriptions under Article 1.1 are consistent with the main subcontract.
除 1.1.2.3 条外，其余 1.1 条下的定义、解释和描述与主分包合同一致。

1.1.2.3This Subcontract: refers to the Subcontract signed by both the Contractor and the Subcontractor for the Civil Construction in the section of Km168+690-Km184+635, as well as all relevant documents of this Subcontract such as supplementary agreements and changes signed by both parties during construction.
1.1.2.3 本分包合同:指承包商与分包商双方签订的 Km168+690-Km184+635 段土建施工的分包合同，以及施工过程中双方签署的补充协议、变更等本分包合同的所有相关文件。

1.2Languages

1.2 语言

1.2.1This Subcontract is written by English and Chinese, with priority given to the English text.
1.2.1 本分包合同以英文和中文编制，以英文文本优先。

1.2.2English shall be the dominant language for explanation in case of any ambiguity arising from the use of more than one language in any part of this Subcontract documents. The necessary submission to the Investor or Government of the Republic of Serbia or the General Contractor shall be conducted as required by the Contractor.
1.2.2 如果本分包合同文件的任何部分使用一种以上语言而产生歧义，则应以英语作为解释的主要语言。 应按照承包商的要求向塞尔维亚共和国投资者或政府或总承包商提交必要的材料。

1.3The laws

1.3 法律

The Contract shall be governed by the laws of the Republic of Serbia.
本分包合同受塞尔维亚共和国法律管辖。

1.4Priorities of Subcontract documents

1.4 分包合同文件的优先次序

The documents constituting this Subcontract shall be mutually explanatory. Priorities for explaining contract documents are as follows:
构成本分包合同的文件应相互说明。合同文件的解释重点如下:

(1)This Subcontract and its annexes/appendixes;
(1)本分包合同及其附件;

(2)The Main Subcontract
(2)主分包合同

(3)Bidding documents and its clarifications & supplements;
(3)招标文件及其澄清和补充;

(4)Technical Standards and Requirements;
(4)技术标准及要求;

(5)Drawings;
(5)图纸;

(6)The Civil and Track Engineering (Lot NS-II) Subcontract
(6)《土建及轨道工程（Lot NS-II）分包合同》

(7)Commercial Contract;
(7)商务合同;

(8)Other contract documents.
(8)其他合同文件。

If any discrepancies or irregularities are found among the above documents, the Contractor is obliged to issue the necessary clarification or instruction.
如果在上述文件中发现任何差异或不规范之处，承包商有义务作出必要的澄清或指示。

1.5 Drawings and Subcontractor's documents

1.5 图纸和分包商文件

1.5.1Provision of drawings

1.5.1 图纸提供

This clause shall be implemented in accordance with the provisions of the Main Subcontract.

该条款按主分包合同的规定执行.

1.6 Contact

1.6 联系

This clause shall be implemented in accordance with the provisions of the Main Subcontract.

该条款按主分包合同的规定执行.

1.7 Transfer

1.7 转移

This clause shall be implemented in accordance with the provisions of the Main Subcontract.

该条款按主分包合同的规定执行.

1.8 No bribery

1.8 严禁行贿

This clause shall be implemented in accordance with the provisions of the Main Subcontract.

该条款按主分包合同的规定执行.

1.9 Fossils and cultural relics

1.9 化石、文物

This clause shall be implemented in accordance with the provisions of the Main Subcontract.

该条款按主分包合同的规定执行。

1.10 Patented technologies

1.10 专利技术

This clause shall be implemented in accordance with the provisions of the Main Subcontract.

该条款按主分包合同的规定执行。

1.11 Confidentiality of drawings and documents

1.11 图纸和文件的保密

This clause shall be implemented in accordance with the provisions of the Main

Subcontract.
该条款按主分包合同的规定执行。

1.12 Explanations
1.12 解释

This clause shall be implemented in accordance with the provisions of the Main Subcontract.
该条款按主分包合同的规定执行。

1.13 Acceptance, approval and recognition of both the Commercial Contract and the Civil and Track Engineering (Lot NS-II) Subcontract
1.13 商务合同和土木及轨道工程(NS-II 标段)分包合同的验收、批准和认可

The Subcontractor accepts, recognizes and approves each and all of the contents of both the Commercial Contract and the Civil and Track Engineering (Lot NS-II) Subcontract, including Time for Completion and technical requirements, and any contract, agreement, memorandum, or minutes reached between the Contractor and the General Contractor, the General Contractor and the Investor and/or the Investor's Representative during the implementation of the Project, as well as any other written instructions, orders or written documents of a similar nature containing the rights or obligations of either party or related to the Project.
分包商接受、认可和批准商务合同和《土建及轨道工程（Lot NS-II）分包合同》中的每一项和所有内容，包括竣工时间和技术要求，以及承包商与总承包商之间达成的任何合同、协议、备忘录或备忘录，项目实施期间的总承包商、投资人和/或投资人代表，以及包含任一方权利或义务或与项目相关的任何其他书面指示、命令或类似性质的书面文件。

The Subcontractor accepts and undertakes all the responsibilities and obligations under the Civil and Track Engineering (Lot NS-II) Subcontract undertaken by the Contractor in relation to the works to be completed by the Subcontractor under the Contract and its conditions and enjoys the corresponding rights (except those responsibilities and obligations undertaken by the Contractor specified in the Contract).
分包商接受并承担承包商所承担的《土建与轨道工程（Lot NS-II）分包合同》下，与分包商根据合同及其条件所要完成的工程有关的所有责任和义务，并享有相应的权利（合同中规定的承包商承担的责任和义务除外）。

The Subcontractor shall cooperate with the Contractor to complete the Contractor's responsibilities and corresponding documents agreed in the Civil and Track Engineering (Lot NS-II) Subcontract.
分包商应配合承包商完成《土建及轨道工程（Lot NS-II）分包合同》中约定的承包商职责和相应文件。

The Contractor shall fully negotiate with the Subcontractor as far as possible before

any contract, agreement, memorandum, or minutes reached between the Contractor and the General Contractor and/or the General Contractor's Representative during the implementation of the Project will form part of the Civil and Track Engineering (Lot NS-II) Subcontract. The Contractor has the right to make the final decision and is accountable to it.
承包商应在任何合同、协议、备忘录、或承包商与总承包商和/或总承包商代表在项目实施期间达成的协议，将构成《土建及轨道工程（Lot NS-II）分包合同》的一部分。承包商有最终决定权并对此负责。

If the Subcontractor believes that any agreement, contract or memorandum of understanding reached between the Contractor and the General Contractor and/or the General Contractor's Representative during the implementation of the Project has harmed its interests, the Subcontractor may handle this through Clause 25 [Claims] and Clause 26 [Settlement of disputes] of this Subcontract, without prejudice to the performance of this Subcontract.
如果分包商认为承包商与总承包商和/或总承包商代表在项目实施期间达成的任何协议、合同或谅解备忘录损害了其利益，分包商可通过合同第 25 条[索赔]和第 26 条[争议的解决]处理，而不影响合同的履行。

If any matters related to any aspect of this Subcontract are not specified or unclear in the Contract, both parties shall perform their obligations based on the Civil and Track Engineering (Lot NS-II) Subcontract.
如果本分包合同任何方面的任何事项在本分包合同中未明确或不明确，双方应根据《土建及轨道工程(NS-II 标段)分包合同》履行各自的义务。

Both parties fully understand that there are clauses on change, suspension and termination in the Civil and Track Engineering (Lot NS-II) Subcontract. If the Civil and Track Engineering (Lot NS-II) Subcontract is modified, the Contract shall be modified accordingly to maintain mutual consistency. Each party guarantees to perform their respective obligations in accordance with the revised Contract and the revised Civil and Track Engineering (Lot NS-II) Subcontract.
双方完全理解在《土建及轨道工程（Lot NS-II）分包合同》中有更改、暂停和终止条款。如果《土建及轨道工程（Lot NS-II）分包合同》被修改，本分包合同也应相应修改，以保持双方的一致性。各方保证按照修订后的合同和修订后的《土建及轨道工程（Lot NS-II）分包合同》履行各自的义务。

2. Contractor's obligations

2.承包商的义务

2.1 Compliance with the laws

2.1 遵守法律

The Contractor shall comply with the laws and regulations of the Republic of Serbia during the performance of this Subcontract and shall indemnify the Subcontractor

against any liability arising from the Contractor's violation of the laws. The implementation of the Project shall be organized in accordance with the laws of the Republic of Serbia on planning and construction, and railway safety and interoperability, as well as the Technical Specification for Interoperability (TSI).
在本分包合同履行期间，承包商应遵守塞尔维亚共和国的法律法规，并对分包商因承包商违反法律而产生的任何责任进行赔偿。项目的实施应根据塞尔维亚共和国关于规划和建设、铁路安全和互操作性以及互操作性技术规范(TSI)的法律组织。

2.2 Communication of Notice of Commencement
2.2 生效通知的传达

The Contractor shall communicate the Notice of Commencement to the Subcontractor after receiving it from General Contractor.
承包商应在收到总承包商发出的开工通知后，告知分包商。

2.3 Provision of the construction Site
2.3 施工场地的提供

The Contractor shall provide the Subcontractor the data in the Contractor's possession relating to the Permanent Site and its underground pipelines & facilities as soon as possible upon receipt, with the assistance of the Subcontractor. The Subcontractor shall be responsible for the investigation and relocation data of the temporary Site and its underground pipelines & facilities, with the assistance of the Investor, the General Contractor and the Contractor. The provision of relevant data by the Contractor shall not exempt the Subcontractor from its responsibility to investigate the Site, underground pipelines & facilities by itself.
承包商应在分包商的协助下，尽快向分包商提供其掌握的有关永久场地及其地下管道和设施的数据。分包商应在投资人、总承包商和承包商的协助下，负责临时场地及其地下管道设施的调查和搬迁数据。承包商提供的相关资料不应免除分包商自行调查现场、地下管道及设施的责任。

2.4 Assistance to the Subcontractor in handling licenses and approvals
2.4 协助分包商处理许可证和批准

The Contractor shall (if he is in a position to do so) provide reasonable assistance to the Subcontractor at the request of the Subcontractor in applying for, any approvals and/or certificates of the Works required by laws, and solving external problems that may interfere with the construction of the Subcontractor at the Subcontractor's expense.
承包商应（在有条件的情况下）应分包商的要求，为分包商提供合理的帮助，以申请法律规定的任何批准和/或工程证书，并解决可能干扰分包商施工的外部问题，费用由分包商承担。

2.5 Organization of design disclosure

2.5 组织设计公开

The Contractor shall organize the Subcontractor to communicate and discuss the design, technology and construction with the General Contractor and the Investor, and invite the Subcontractor to participate in the design and implementation meetings of the engineering interfaces organized by the General Contractor and the Investor, the Subcontractor should not fail to attend the meeting without justifiable reasons, otherwise the consequences will be borne by the subcontractor.

承包商应组织分包商与总承包商和投资人就设计、技术和施工进行沟通和讨论，并邀请分包商参加总承包商和投资人组织的工程接口的设计和实施会议，分包商不应无正当理由不参会，否则造成的后果由分包商承担。

2.6 Payment

2.6 付款

Upon receipt of the payment paid by the General Contractor, the Contractor shall make the associated payment in time to the Subcontractor within the time limit and in the manner agreed herein.

在收到总承包商支付的款项后，承包商应按本分包合同约定的期限和方式及时向分包商支付相关款项。

2.7 Cooperation with the Investor in organizing acceptance inspection

2.7 与投资人合作组织验收

(1) Delivery acceptance: The Contractor shall assist the Supervisor in timely acceptance of the Subcontractor's completed works as agreed herein, and organize work handover between the Subcontractor and other subcontractors.

(1)交付验收:承包商应按照本分包合同约定，协助监理人及时验收分包商已完成的工程，并组织分包商与其他分包商之间的工作交接。

(2) Completion acceptance: Assist the Contractor, the General Contractor and the Investor to accept all the works of the Works completed by the Subcontractor according to the Commercial Contract.

(2)竣工验收:协助承包商、总承包商和投资人对分包商根据商务合同完成的所有工程进行验收。

2.8 Arrangement of insurances

2.8 保险安排

This clause shall be implemented in accordance with the provisions of the Main Subcontract.

该条款按主分包合同的规定执行。

2.9 Supervision and inspection on the Subcontractor's performance of this Subcontract

2.9 监督和检查分包商的分包合同履行情况

The Contractor, the General Contractor and the Supervisor shall supervise and inspect the progress, quality and safety of the Works implementation conducted by the Subcontractor at any time. The supervision and inspection conducted by the Contractor, the General Contractor and the Supervisor shall not relieve the Subcontractor of its responsibility for the subcontracted works completed in accordance with this Subcontract. The Contractor has the right to require the Subcontractor to rectify or rework its substandard or nonconforming works, or require the Subcontractor to replace nonconforming materials and equipment, or inform the Subcontractor about the unqualified or incompetent Subcontractor's personnel, including the Subcontractor's Representative. The Contractor has the right to inform the Subcontractor in writing about the misconduct of certain members of his personnel with an explanation and description which reflects his misconduct. The Subcontractor should ensure the good conduct of the worker to whom the written notice relates. In the event that the Contractor twice submits to the Subcontractor a written notice relating to the same person in two calendar months in a row, the Subcontractor shall replace the employee to whom the written notice of the Contractor relates within 7 days.

承包商、总承包商和监理人应随时对分包商进行的工程实施进度、质量和安全进行监督和检查。承包商、总承包商和监理人进行的监督和检查不应免除分包商按照本分包合同规定完成分包工程的责任。承包商有权要求分包商对其不合格或不符合要求的工程进行整改或返工，或要求分包商更换不符合要求的材料和设备，或告知分包商不合格或不称职的分包商人员，包括分包商的代表。承包商有权以书面形式通知分包商其某些人员的不当行为，并附上反映其不当行为的解释和说明。分包商应确保书面通知所涉及的工人的良好行为。如果承包商在连续两个日历月内两次向分包商提交与同一人有关的书面通知，分包商应在 7 天内更换承包商书面通知所涉及的员工。

2.10 Assistance to the Subcontractor in related work

2.10 协助分包商开展相关工作

(1) Coordinate the engineering connection and cooperation between the Subcontractor and other subcontractors, so that the Subcontractor and other subcontractors can carry out the construction operations smoothly in accordance with the approved design and construction schemes.

(1）协调分包商与其他分包商之间的工程衔接和合作，使分包商和其他分包商能够按照批准的设计和施工方案顺利进行施工作业。

(2) Coordinate and handle conflicts and disputes between the Subcontractor and other subcontractors in the completion of work related to the Project. Resolve problems between subcontractors that may affect the performance of the Subcontractor's obligations under this Subcontract.

(2）协调和处理分包商与其他分包商之间在完成项目相关工作中的矛盾和纠纷。解决分包商之间可能影响分包商履行本分包合同义务的问题。

2.11 Organization of technical training and scientific research

2.11 组织技术培训和科研工作

This clause shall be implemented in accordance with the provisions of the Main Subcontract.

该条款按主分包合同的规定执行。

2.12 Purchase of relevant equipment and materials

2.12 相关设备、材料的采购

This clause shall be implemented in accordance with the provisions of the Main Subcontract.

该条款按主分包合同的规定执行。

2.13 Emergency purchase

2.13 紧急购买

This clause shall be implemented in accordance with the provisions of the Main Subcontract.

该条款按主分包合同的规定执行。

2.14 Other obligations

2.14 其他义务

2.14.1 Deleted.

2.14.1 已删除。

2.14.2 The Subcontractor shall submit all the necessary documents, certificates, etc. at the request of the Contractor.

2.14.2 分包商应按承包商的要求提交所有必要的文件、证书等。

2.14.3 The Contractor shall inspect the production safety facilities (including but not limited to camps on site or batching plant and other similar facilities to assist construction of the Works if any) of the Subcontractor and instruct the Subcontractor if necessary to improve the production safety measures so as to meet the needs of production safety.

2.14.3 承包商应对分包商的安全生产设施（包括但不限于现场营地或配料厂以及其他协助工程施工的类似设施（如有））进行检查，必要时指导分包商改进安全生产措施，以满足安全生产的需要。

2.14.4 During the implementation of the Works, the Contractor may carry out incentive & constraint performance appraisal and credit evaluation activities for the Subcontractor in accordance with the current regulations of China State Railway

Group Co., Ltd., specifically implemented in accordance with the relevant management measures issued by the Contractor.
2.14.4 在工程实施过程中，承包商可根据中国中铁股份有限公司的现行规定，对分包商进行激励约束性绩效考核和信用评价活动，具体按承包商出台的有关管理办法执行。

2.14.5 The Contractor shall have all rights of both the Supervisor and the General Contractor as agreed under this Subcontract.
2.14.5 承包商应享有本分包合同约定的监理人和总承包商的所有权利。

3. Supervisor and General Contractor

3.监理及总承包商

This clause shall be implemented in accordance with the provisions of the Main Subcontract.
该条款按主分包合同的规定执行。

4. Announced Body

4.公告机构

This clause shall be implemented in accordance with the provisions of the Main Subcontract.
该条款按主分包合同的规定执行。

5. Subcontractor

5.分包商

5.1 General obligations of the Subcontractor

5.1 分包商的一般义务

The Subcontractor is obliged to carry out the construction and completion of the Works and repair all defects in the works in accordance with this Subcontract. After completion, all works shall satisfy the purpose of the Works stipulated in this Subcontract. During the Defects Notification Period, the Subcontractor is obligated to repair construction defects at its expense. The Subcontractor shall be obliged to repair, at the cost of the responsible party, all defects arising from any design or construction deviation within five years from the date of issuance of the Taking Over Certificate by the Supervisor.
分包商有义务按照本分包合同进行工程的建造和完成，并修复工程中的所有缺陷。完工后，所有工程应满足本分包合同规定的工程目的。在缺陷通知期间，分包商有义务自费修复施工缺陷。分包商有义务在监理人签发接收证书之日起的五年内，自费修复由设计或施工偏差引起的所有缺陷。

The Subcontractor shall, under the management of the Contractor, undertake all the

responsibilities and obligations for the construction and services of the Works within the scope of this Subcontract in accordance with the clauses of the Civil and Track Engineering (Lot NS-II) Subcontract concerning the Contractor's responsibilities and obligations, and undertake the following obligations as agreed in this Subcontract and pay all expenses related thereto.
分包商应在承包商的管理下，按照《土建及轨道工程（Lot NS-II）分包合同》中有关承包商责任和义务的条款，承担合同范围内工程建设和服务的所有责任和义务，并承担本分包合同中约定的下列义务，支付与此相关的所有费用。

The Subcontractor shall be responsible for the adequacy, stability and safety of the construction methods used.
分包商应对所使用的施工方法的充分性、稳定性和安全性负责。

5.1.1 Compliance with the laws
5.1.1 遵守法律
In the implementation of construction, and materials & equipment purchase and installation, the Subcontractor shall obtain various qualifications, including relevant certification for Construction Equipment, products and personnel, in accordance with the laws of the Republic of Serbia on planning and construction, railway safety and interoperability and other aspects, as well as the Technical Specification for Interoperability (TSI), and shall implement the works specified in this Subcontract based on the design documents of the construction permit and the construction design, so as to ensure that all the works under this Subcontract are finally accepted by the Investor in accordance with both the Civil and Track Engineering (Lot NS-II) Subcontract and the Commercial Contract.
在实施施工、材料和设备的采购和安装过程中，分包商应根据塞尔维亚共和国的规划和建设法律，取得各种资质，包括建筑设备、产品和人员的相关认证。根据施工许可和施工设计等设计文件，实施合同规定的工程，以确保投资人根据《土建及轨道工程（Lot NS-II）分包合同》和商务合同最终接受合同项下的所有工程。

The Subcontractor shall indemnify the Contractor for any kind of damage caused to the Contractor for which is undoubtedly determined and proved that it is caused by intention or negligence/extreme negligence of the Subcontractor. Serbian laws and regulations which will be valid and relevant at the moment of the caused damage shall be applied on this topic. None of the hereby contracting parties can by this contract disclaim liability if the Serbian courts undoubtedly determine and prove that it is caused by intention or negligence/extreme negligence. For that reason, this paragraph, emphasize that the Subcontractor is obliged to abide by the rules of the profession, respect all project participants and refrain from any negligent and malicious actions until the end of its contractual obligation.
对于对承包商造成的任何类型的损害，如果确定并证明是由分包商的故意或疏忽/极端疏忽造成的，分包商应向承包商作出赔偿。在造成损害时有效和相关的塞尔维亚法律和条例应适用于本专题。如果塞尔维亚法院毫无疑问地确定和证明这

是由故意或疏忽/极端疏忽造成的，则本分包合同任何缔约方均不能根据本分包合同否认责任。为此，本款强调，分包商有义务遵守专业规则，尊重所有项目参与者，在其合同义务终止之前，不得有任何疏忽和恶意行为。

5.1.2 Tax compliance
5.1.2 依法纳税

The Subcontractor shall pay taxes in accordance with the relevant Serbian laws and regulations, and the taxes payable shall be included in this Subcontract Price. The Subcontractor shall bear all non-exempt taxes which shall be borne by it during the performance of this Subcontract and shall pay the taxes according to relevant regulations.
分包商应按照塞尔维亚相关法律法规缴纳税款，应缴纳的税款应包含在合同价格中。分包商应承担本分包合同履行过程中应由其承担的所有非免税税款，并应按有关规定缴纳税款。

The machinery, equipment, instruments, and materials imported by the Subcontractor in the name of the Project and enjoying duty-free policy shall not be used in any other projects other than this Subcontract or sold off, scrapped or destroyed without permission during the performance of the Works, and shall be re-exported or retained legally after the completion of the Works. The Subcontractor shall be solely responsible for the fines imposed by the local customs authority due to violation of the above regulations.
分包商以项目名义进口并享受免税政策的机械、设备、仪器和材料不得用于本分包合同以外的任何其他项目，也不得在施工期间未经许可出售、报废或销毁。并应在工程完工后合法地再出口或保留。因违反上述规定而被当地海关处以的罚款，由分包商自行承担。

5.1.3 Complete contracting works
5.1.3 完成承包工程

The Subcontractor shall develop a safety, quality and schedule assurance system and complete the civil and track engineering and all relevant works to be done by the Subcontractor under Contract in accordance with the requirements of this Subcontract and the instructions of the Contractor. After the completion of the Works, all works must fit the Project purpose stipulated in this Subcontract and the Civil and Track Engineering (Lot NS-II) Subcontract, and any defect shall be repaired. The Subcontractor shall be responsible for the safety, reliability, operability, and impact during the implementation of the Project as shown below:
分包商应建立安全、质量和进度保证体系，并按照本分包合同的要求和承包商的指示完成合同项下分包商应完成的土建和轨道工程以及所有相关工作。 工程竣工后，所有工程必须符合本分包合同和《土建及轨道工程（Lot NS-II）分包合同》规定的工程目的，任何缺陷均应予以修复。 分包人应对本项目实施过程中的安全性、可靠性、可操作性和影响负责，具体如下：

(1)Civil and track engineering construction, project management, equipment and materials purchasing, supply, transportation, installation, training, commissioning, and warranty services during the Warranty Period; accepting the supervision and inspection of the Contractor during the whole period and cooperating with the Investor in the completion test.
(1) 保修期内的土建和轨道工程施工、项目管理、设备材料采购、供应、运输、安装、培训、调试、保修等服务；全程接受承包商的监督检查，配合投资人进行竣工验收。

(2)Removing existing facilities (including but not limited to existing rails, houses, contact system foundation), and transporting the facilities to the place designated by the Investor as per instructions.
(2）拆除现有设施（包括但不限于现有钢轨、房屋、接触网系统基础），并按指示将设施运至投资人指定地点。

(3)All temporary and transitional works required for civil and track engineering and the maintenance of such temporary and transitional works during construction.
(3)土建和轨道工程所需的所有临时和过渡性工程，以及施工期间对这些临时和过渡性工程的维护。

(4)Construction, reconstruction, expansion, appraisal, reinforcement, maintenance and decoration of housing engineering as well as related housing works such as electricity, HVAC, and firefighting system within the scope of this Subcontract.
(4）合同范围内房屋工程的建设、改建、扩建、鉴定、加固、维修、装修以及电力、暖通、消防系统等相关房屋工程。

(5)Relocation of pipeline facilities and over rail pipelines and other works within the scope of this Subcontract.
(5)合同范围内的管线设施和过轨管线迁改等工程。

(6)Safety protection for existing tracks construction.
(6)现有轨道施工的安全防护。

(7)Storage and monitoring of purchased equipment, materials, etc., and supervision, storage, and transportation of removed equipment and facilities or items with secondary utilization value.
(7)外购设备、材料等的保管和监督，拆除的设备设施或有二次利用价值的物品的监督、保管和运输。

(8)Providing all technical documents required by the Announced Body for certification.
(8)提供公告机构要求的所有认证技术文件。

(9)Completing the construction log in Serbian and submitting it to the Contractor, assisting the Contractor in completing the report to the General Contractor and the Investor, and cooperating with the Contractor to prepare, sort out, and submit pricing documents.
(9)完成塞尔维亚语的施工日志并提交给承包商，协助承包商完成向总承包商和投资人的报告，并配合承包商准备、整理和提交定价文件。

(10)The works will be performed in accordance with the project documentation and Subcontracted Table of Price.
(10)按照项目文件和分包合同规定的价格表进行工程施工。

Completing all the Civil Construction in the section of Km168+690-Km184+635 and other construction tasks shown in the drawings. All the works under this Subcontract shall be carried out by Subcontractor and the all expense is already included in contract amount.
完成所有 Km168+690-Km184+635 段土建施工。以及图纸所示的其他施工任务。本分包合同下全部工作由分包商实施，且全部费用已包含在合同金额中。

The Subcontractor is obliged to prepare necessary documents relevant for implementation construction organization design documents, Plan of preventive measures for safety and health at work, personnel qualification certificates, equipment and material quality documents, etc. and provide such documents to the Contractor as required by the Contractor to meet the project management and compliance certification requirements. The Subcontractor is obliged to complete the subsystem certification, process commissioning, and final commissioning works.
分包商有义务准备实施施工组织设计文件所需的相关文件、工作安全卫生预防措施计划、人员资格证书、设备和材料质量文件、等，并按承包商要求向承包商提供这些文件，以满足项目管理和符合性认证要求。分包商有义务完成子系统认证、过程调试和最终调试工作。

If required by the Supervisor or the Contractor, the Subcontractor is obliged to submit the details of the arrangement and methods that it plans to adopt during project construction. Such arrangement and methods shall not be subject to any major change without a communication with the Contractor.
如果监理人或承包商要求，分包商有义务提交其计划在项目施工过程中采用的安排和方法的详细信息。这种安排和方法在未与承包商沟通前不得作任何重大更改。

The Subcontractor is obliged to comply with the instructions issued by the Contractor on matters related to this Subcontract.
分包商有义务遵守承包商就本分包合同相关事项发出的指示。

The Subcontractor shall engage enough machinery and equipment for Works; own machinery and equipment accounting for 30% of the total amount; and equip a certain

number of self-inspection instrument, equipment, tools, etc. for measurement and testing, and establish an internal control center laboratory.
分包商应为工程配备足够的机械和设备;自有机械设备占总金额的 30%;并配备一定数量的自检仪器、设备、工具等进行测量和检测，并建立内控中心实验室。

In order to carry out the Project, the subject matter of this Subcontract, and ensure the preparation, maintenance and completion of the works, the installation and maintenance of traffic signal facilities, and other activities required for the complete implementation of the Project and the subject matter thereof, the Subcontractor is obliged to ensure the implementation of labor, materials, construction, and equipment in quantity and quality. Upon completion, the works must fit the project purpose under this Subcontract, and the Subcontractor is obliged to repair all defects caused by the design or construction deviation within five years from the date of the issuance of the Taking Over Certificate, and relevant expenses shall be borne by the responsible party.
为履行本工程合同标的物，确保本工程的准备、维护和竣工、交通信号设施的安装和维护以及本工程及其标的物的完整实施所需的其他活动，分包商有义务保证劳动力、材料、施工和设备在数量和质量上的实施。工程竣工后，必须符合本分包合同规定的项目用途，分包商有义务在接收证书签发之日起五年内修复所有因设计或施工偏差造成的缺陷，相关费用由责任方承担。

The Subcontractor shall obtain the approval from the Contractor when selecting a service provider/subcontractor.
分包商在选择服务提供商/分包商时，应获得承包商的批准。

The Subcontractor shall ensure that there will be no service provider/subcontractor and subcontractors of the latter that has an adverse effect on the Contractor in Serbia within the scope of this Subcontract. Otherwise, the Contractor shall be entitled to dismiss relevant service providers/subcontractor and subcontractors of the latter, the Subcontractor shall take full responsibility for that, and indemnify and hold the Contractor harmless and the Contractor shall be entitled to claim from the Subcontractor, and shall be entitled to compensation equalling to the amount as penalty which was charged to Contractor by General Contractor.
分包商应确保在塞尔维亚，在合同范围内没有服务提供商/分包商和后者的分包商对承包商产生不利影响。否则，承包商有权解雇相关服务提供商/分包商和后者的分包商，分包商应对此承担全部责任，并赔偿并使承包商免受损害，承包商有权向分包商索赔。并有权获得与总承包商向承包商收取的罚款金额相等的赔偿。

The Subcontractor shall ensure the full competition of procurement and open and transparent selection, and shall not discriminate or unfairly treat any potential service provider.
分包商应确保采购的充分竞争和公开透明的选择，并不得歧视或不公平对待任何潜在的服务提供商。

The Subcontractor shall not transfer or subcontract the Works or avoid the procedure of selecting service provider. The Subcontractor shall establish a complete list of contracts record, and the Contractor shall be entitled to access to the mentioned list at any time.
分包商不得转让或分包工程，或避免选择服务提供商的程序。分包商应建立一份完整的合同记录清单，且承包商应有权随时查阅上述清单。

The Subcontractor shall be responsible for acts or defaults of its service provider for construction, supply, installation, etc. as if such acts or defaults are of its own. The Subcontractor shall manage the service provider in terms of schedule, safety, quality, and environmental protection.
分包商应对其服务提供商在建筑、供应、安装等方面的行为或违约负责，就像此类行为或违约是其自身的行为或违约一样。分包商应在进度、安全、质量和环境保护方面对服务提供商进行管理。

Subcontractor agreed he omit part of works of or terminate the contract signed with the service provider as per the Contractor's instructions if the service provider fails to meet the schedule, quality and safety requirements.
分包商同意，如果服务商不能满足进度、质量和安全要求，他将放弃部分工程或按照承包商的指示终止与服务商签订的合同。

The Subcontractor shall conform to local laws and make payment to the service provider in time. If the Contractor suffers any economic damage or image damage due to the Subcontractor's failure to timely payment, the Contractor shall be entitled to claim towards the Subcontractor.
分包商应遵守当地法律，并及时向服务提供商付款。如果承包商因分包商未能及时付款而遭受任何经济损害或形象损害，承包商有权向分包商索赔。

5.1.4 Responsible for the completeness of construction works and construction methods
5.1.4 负责施工工程的完整性和施工方法

The Subcontractor shall prepare the method statement in accordance with the working scope and construction schedule in this Subcontract, and shall be responsible for the completeness, safety and reliability of all construction works and construction methods and techniques. And it shall be responsible for the adequacy, stability, and safety of all civil and track engineering works at the Permanent and Temporary Site and all construction methods of the Works.
分包商应根据本分包合同规定的工作范围和施工进度编制施工方法说明书，并对所有施工工程和施工方法技术的完整性、安全性和可靠性负责。它应负责永久和临时场地所有土建和轨道工程的充分性、稳定性和安全，以及工程的所有施工方法。

Design documents and other technical documents (test certificates, supporting documents, and test results) prepared according to this Subcontract shall be provided as support to the Announced Body to fulfill its own obligations.
根据本分包合同编制的设计文件和其他技术文件(测试证书、证明文件、测试结果)应作为声明机构履行其义务的依据。

The Subcontractor shall follow the work instructions of the Contractor, the General Contractor, the Investor and the Supervisor, unconditionally accept the inspection, supervision, guidance, and coordination on the Works by the Contractor, the General Contractor and the Supervisor, unconditionally abide by all the project specification management systems issued by the Contractor, and actively develop a good relationship with the Investor, the Supervising Engineer, the General Contractor, the Announced Body, etc.
分包商应遵循承包商、总承包商、投资人和监理方的工作指示，无条件接受承包商、总承包商和监理方对本工程的检查、监督、指导和协调，无条件遵守承包商下发的各项工程规范管理制度，积极与投资人、监理工程师、总承包商、公告机构等建立良好关系。

The Subcontractor shall submit work progress reports as required by the Contractor and be subject to Contractor's supervision and review. Monthly and Weekly work progress reports should be made in English and Serbian as required by the Contractor, the General Contractor and the Investor, which shall contain the progress made in the previous calendar week as well as a 3-week look ahead schedule/programme. This shall also contain staff/labour/equipment lists information with details of working location and status and a list of all instructions received and problems encountered.
分包商应按承包商的要求提交工作进度报告，并接受承包商的监督和审查。应按承包商、总承包商和投资人的要求，用英文和塞尔维亚文编写月度和每周的工作进度报告，其中应包括上一个日历周的进展情况以及未来 3 周的时间表/方案展望。其中还应包括工作人员/劳工/设备清单，详细说明工作地点和状况，以及收到的所有指示和遇到的问题清单。

5.1.5 Ensure the safety of project construction and personnel
5.1.5 确保项目施工和人员安全
The Subcontractor shall prepare studies on the construction site which is attached to the labor inspection with the application of works, in accordance with the law of the HSE, appoint experienced safety managers to strengthen the safety training for construction personnel and equipment safety inspection, build a safety assurance system from protection measures by personnel, materials, and technologies, accept the supervision and management by safety supervision departments, and enhance on-Site operation management to achieve safe and orderly construction adjacent to operating railway lines. It shall take appropriate safety, security and environmental protection measures to ensure the safety of the Works and personnel, materials, equipment and facilities in the Works to prevent personal injuries and property losses caused by

project construction as well as property losses caused by improper security measures. It is obliged to comply with the requirements of the Commercial Contract for the disassembly and assembly, transportation, and disposal during railway reconstruction. Any claim, compensation, litigation costs and other costs incurred arising from the destruction of or damage to the original roads, bridges and other facilities, equipment, structures or buildings, etc. caused by the Subcontractor during construction shall be borne by the Subcontractor.
分包商应在申请施工时，对施工现场的劳动检查进行研究，并根据 HSE 法律，任命有经验的安全经理，加强对施工人员和设备的安全检查的安全培训，从人员、材料、技术保护措施等方面构建安全保障体系，接受安全监管部门的监督管理，加强现场作业管理，实现运营线路附近安全有序施工。应当采取适当的安全、保卫和环境保护措施，确保工程及工程中的人员、材料、设备和设施的安全，防止因工程建设造成人身伤害和财产损失，以及因安全措施不当造成财产损失。在铁路改造过程中，有义务按照商务合同的要求进行拆装、运输和处置。分包商在施工过程中对原有道路、桥梁和其他设施、设备、构筑物或建筑物等造成的破坏或损害所产生的任何索赔、赔偿、诉讼费用和其他费用均应由分包商承担。

The Subcontractor is obliged to perform the following responsibilities at its own expense:
分包商有义务自费履行以下责任:
(1) Comply with relevant safety regulations of Serbia;
(1)遵守塞尔维亚相关安全法规;

(2) Ensure the safety of personnel entitled to enter the Site, in accordance with Law on safety and health at work of Republic of Serbia;
(2)根据《塞尔维亚共和国工作安全和健康法》，确保有权进入工地的人员的安全;

(3) Timely remove any obstacle affecting the safety at the Site to keep relevant personnel safe;
(3)及时清除现场任何影响安全的障碍，确保相关人员安全;

(4) Take safety protection, lighting, and security measures for the Works and use appropriate means to ensure the safety of completed works before the Works is handed over to the Investor, take measures to avoid any decay, loss or destruction of or damage to the equipment and materials before the Works is handed over, and promptly repair if the finished works are damaged or stolen;
(4) 对工程采取安全保护、照明、保安措施，在工程移交给投资人之前，采用适当的手段确保已完成的工程的安全，在工程移交之前，采取措施避免设备和材料的腐烂、丢失或破坏，如果完成的工程被破坏或被盗，应及时修复;

(5) Ensure the safety of Temporary Works of the Works (including highways, sidewalks, guardrails, and fences) and protect the safety of pedestrians, property,

Investors, and users in adjacent areas.
(5)确保工程临时工程(包括公路、人行道、护栏、围栏)的安全，保护相邻区域的行人、财产、投资人和使用者的安全。

The Contractor shall be entitled to impose process fines on the Subcontractor failing to comply with safety regulations and rules in accordance with laws, regulations, relevant management methods, and impose process fines on the Subcontractor for quality issues. The amount will be the same which will be imposed by General Contractor to Contractor. If it is proved that the fine is caused by Subcontractor.
承包商有权根据法律、法规和相关管理方法，对不遵守安全法规和规章的分包商处以工艺罚款，对存在质量问题的分包商处以工艺罚款。该金额将与总承包商对承包商征收的金额相同。如果证明罚款是由分包商引起的。

5.1.6 Responsible for protecting the construction Site and surrounding environment and ecology
5.1.6 负责保护施工现场及周边环境生态

The Subcontractor shall comply with relevant environmental protection laws of Serbia and be responsible for protecting the construction Site and surrounding environment and ecology. The Subcontractor are obliged to protect the environment at construction Sites, and the Contractor shall be entitled to impose process fines on the Subcontractor failing to comply with environmental protection requirements. The amount will be the same which will be imposed by General Contractor to Contractor. If it is proved that the fine is caused by Subcontractor.
分包商应遵守塞尔维亚有关环境保护法律，并负责保护施工现场及周边环境和生态。分包商有义务保护施工现场的环境，承包商有权对不符合环境保护要求的分包商处以工艺罚款。该金额将与总承包商对承包商征收的金额相同。如果证明罚款是由分包商引起的。

5.1.7 Avoid damage to interests of the public and others by construction
5.1.7 避免施工损害公众利益和他人利益
When carrying out works agreed in this Subcontract, the Subcontractor shall not infringe on the rights of the Investor and others to use public roads, water sources, municipal pipeline networks and other public facilities and avoid interference with adjacent public facilities. If the Subcontractors occupies or uses others' construction Site and affect others' operation or life, it shall bear corresponding responsibilities.
在进行本分包合同约定的工程时，分包商不得侵犯投资人和其他人使用公共道路、水源、市政管网和其他公共设施的权利，并避免干扰邻近的公共设施。分包商占用、使用他人施工现场，影响他人作业或生活的，应当承担相应责任。

For the pipeline requiring protection in the Investor's opinion, the Subcontractor shall cooperate with the Investor and the owner of the relevant pipeline to make proper protection and take responsibilities for any accident or loss caused by the

Subcontractor's mistake.
对于投资人认为需要保护的管道，分包商应配合投资人及相关管道的所有人进行适当保护，并对因分包商的失误造成的任何事故或损失承担责任。

If the relocation of an individual pipeline is behind the schedule, the Subcontractor shall adjust the construction schedule to meet targeted deadline under the condition of no material effect on the Time for Completion in the opinion of the Investor and Contractor.
如果单个管道的搬迁落后于进度，分包商应在投资人和承包商认为对竣工时间没有重大影响的情况下，调整施工进度以满足目标截止日期。

5.1.8 Provide convenience for others
5.1.8 为他人提供便利
The Subcontractor shall provide possible conditions for other subcontractors to perform works related to the Works at or near the construction Site according to the instructions of the Contractor. Unless otherwise agreed in this Subcontract, the Contractor shall organize subcontractors to determine the provision of relevant conditions and the costs that may incur through consultation.
分包商应根据承包商的指示，为其他分包商在施工现场或附近进行与工程有关的工作提供可能的条件。除本分包合同另有约定外，承包商应组织分包商协商确定提供有关条件和可能发生的费用。

5.1.9 Maintenance and care of the Works
5.1.9 工程的维护和保养
Before the issuance of the Taking Over Certificate, the Subcontractor shall be responsible for the care and maintenance of completed works and installed equipment within the scope of this Subcontract. If part of the Works is uncompleted upon the issuance of the Taking Over Certificate, the Subcontractor shall also be responsible for the care and maintenance of uncompleted Works till it is completed and handed over to the Investor. The Subcontractor shall be responsible for the repair of any damage occurred during the period of maintenance and care of the Works, and relevant expenses shall be borne by the responsible party.
在签发接收证书之前，分包商应负责照管和维护本分包合同范围内已完工的工程和安装的设备。如果在颁发接收证书后，部分工程未完成，分包商还应负责照管和维护未完成的工程，直至工程完成并移交给投资人。分包商应负责维修工程在维护和保养期间发生的任何损坏，相关费用应由责任方承担。

The Subcontractor shall also be responsible for any loss or damages caused by any of its acts after the issuance of the Taking Over Certificate if damages are connected with this Subcontract.
如果损害与本分包合同有关，分包商还应负责接收证书签发后因其任何行为造成的任何损失或损害。

5.1.10 Insurances
5.1.10 保险
Subcontractor is obliged to report insured events to the insurance company in a timely manner to go through claim procedures according to the provisions of the policy according to the law of Republic of Serbia
根据塞尔维亚共和国法律，分包商有义务根据保单的规定，及时向保险公司报告投保事件，办理索赔手续。

5.1.11 Introductions and Explanations
5.1.11 介绍和说明
Before putting the facilities into operation after project completion, the Subcontractor guarantees to provide introductions and explanations (if any) for the Investor's employees or other personnel on the operation and maintenance methods of the works they are responsible for.
在项目完成后设施投入运行前，分包商保证向投资人员工或其他人员就其负责的工程的运行和维护方法提供介绍和说明(如有)。

The Subcontractor shall prepare a detailed introductions and explanations plan within 12 months prior to the final completion in accordance with the Commercial Contract. The introductions and explanations plan shall include all written documents required, which shall be made in Serbian and English.
分包商应在根据商务合同最终完成前 12 个月内准备一份详细的介绍和解释计划。介绍和解释计划应包括所有所需的书面文件，这些文件应以塞尔维亚语和英语编写。

The Subcontractor shall arrange personnel with adequate qualification to train the Investor's personnel in the operation and maintenance of the Works in Serbian to achieve a quality introductions and explanations effect.
分包商应安排具备足够资质的人员，在塞尔维亚语对投资人人员进行工程操作和维护方面的培训，以达到质量介绍和说明的效果。

5.1.12 Cooperate in joint commissioning and test
5.1.12 配合联合调试和试验
The Subcontractor has the responsibility and obligation to cooperate in the completion of joint commissioning and test works within the working scope of this Subcontract to meet relevant requirements under the Civil and Track Engineering (Lot NS-II) Subcontract. The Subcontractor shall complete corresponding self-inspection works, provide relevant test records and test reports, complete static commissioning within the work scope, and obtain the approval of the Investor, the Supervisor, the Acceptance Committee and the Announced Body.
分包商有责任和义务在合同工作范围内配合完成联合调试和测试工作，以满足《土建及轨道工程（Lot NS-II）分包合同》的相关要求。分包商应完成相应的自检工作，提供相关的试验记录和试验报告，在工作范围内完成静态调试，并获得

投资人、监理人、验收委员会和公告机构的批准。

5.1.13 Investigation of the construction Site
5.1.13 施工现场勘察

The Subcontractor confirms that it has entered into this Contract on the basis of proper, examination, verification and interpretation of all data related to the Works, including any data provided by the Contractor and any other data readily available relating to the Works, Site and surrounding area. The Subcontractor acknowledges that any failure to acquaint itself with, verify and interpret all required data and information shall not relieve its responsibility for properly estimating the difficulty or cost of successfully performing the Works and shall not be entitled to claim additional payment and/or extension of the Time for Completion, unless there is approved additional payment and/or extension of the Time for Completion from Investor which is directly connected with the scope of work of the Subcontractor.
分包商确认，其已在对与工程有关的所有数据进行适当、检查、核实和解释的基础上订立本分包合同，包括承包商提供的任何数据以及随时可获得的与工程、现场和周边地区有关的任何其他数据。分包商承认,任何未能使自己熟悉,验证和解释所有必需的数据和信息不得减轻其责任正确估计的困难和成本成功地执行工作,不得有权要求追加付款和/或延长时间完成,除非投资人批准了与分包商的工作范围直接相关的额外付款和/或完工时间的延长。

The Subcontractor shall be deemed to have full access to and verified all the information related to risks and other works that may affect the Works of this Subcontract. It shall be deemed to have investigated Site, surrounding environment, and materials and information mentioned above and be familiar with and verified all relevant matters before the Subcontractor signing this Subcontract, including but not limited to the following items in accordance with the project:
分包商应被视为完全有权接触并核实与风险和可能影响合同工程的其他工程有关的所有信息。在分包商签署合同之前，应被视为已调查过上述现场、周围环境、材料和信息，并熟悉并核实了所有相关事项，包括但不限于与项目相关的下列项目:

(1) Form, nature and underground conditions of the construction Site;
(1)施工现场的形式、性质和地下条件。

(2) Hydrological and climatic conditions;
(2) 水文和气候条件。

(3) Scope and nature of works and materials required for project construction and completion, and defect repair;
(3) 项目建设和完工以及缺陷修复所需的工程和材料的范围和性质。

(4) Laws, regulations and working habits of the Republic of Serbia;

(4) 塞尔维亚共和国的法律、法规和工作习惯。

(5) Requirements of the Contractor and the General Contractor related to access roads, personnel, electricity, traffic, water and other installation works.
(5) 承包商和总承包商有关通道、人员、电力、交通、水和其他安装工程的要求。

5.1.14 Adequacy of Contract price
5.1.14 合同价格是否充足
It is deemed in this Subcontract that:
本分包合同认为:
(1) The Subcontractor fully confirms the adequacy and sufficiency of this Subcontract Price;
(1)分包商完全确认合同价格的充足性和充分性;

(2) The Subcontractor offers this Subcontract Price based on the data, its verification and interpretation, required information, inspection and all relevant matters in 5.1.13 and other implied data available to the Subcontractor.
(2) 分包商根据 5.1.13 中的数据、其核实和解释、所需资料、检查和所有相关事项以及分包商可获得的其他隐含数据提供合同价格。

(3) Unless otherwise specified in this Subcontract, this Subcontract Price covers all the Subcontractor's obligations under this Subcontract and all matters concerning the construction, completion and defect repair of the Works.
(3)除非合同另有规定，合同价格包括分包商在合同项下的所有义务以及与工程的建造、完成和缺陷修理有关的所有事项。

(4) When the Subcontractor signs this Subcontract, the Subcontractor has full knowledge of market prices of personnel, materials as well as machinery and equipment required for the Works, and the risk of price change in such factors has been covered by this Subcontract Price.
(4)当分包商签订合同时，分包商已充分了解工程所需的人员、材料以及机械和设备的市场价格，这些因素的价格变化风险已由合同价格覆盖。

5.1.15 Other obligations
5.1.15 其他义务
5.1.15.1 As the subject of the construction management and quality and safety implementation under this Subcontract, the Subcontractor must comply with Serbian laws and regulations on quality, safety, environmental protection, soil and water conservation, etc., develop a quality and safety responsibility system, strengthen the quality and safety management, establish, improve, and implement a quality and safety assurance system, accept the supervision and inspection by relevant departments, establish a construction management system of quality, safety, Time for Completion, cost, environmental protection and stability, and meet the basic

requirements of European railways.
5.1.15.1 分包商作为本分包合同项下施工管理和质量安全实施的主体，必须遵守塞尔维亚有关质量、安全、环境保护、水土保持等方面的法律法规，建立质量安全责任体系，加强质量安全管理，建立、完善并实施质量安全保证体系，接受有关部门的监督检查，建立质量、安全、竣工、造价、环保、稳定的施工管理体系，并满足欧洲铁路的基本要求。

5.1.15.2 The Subcontractor shall take efforts to maintain the reputation of the Contractor and the General Contractor and hold the Contractor and the General Contractor harmless from any damage, financial loss, litigation loss and any other issue adverse to the Contractor and the General Contractor caused by the Subcontractor. The Subcontractor is liable to compensate the Contractor and the General Contractor for losses due to any misconduct of the Subcontractor, if it is proved that the losses is caused by Subcontractor.
5.1.15.2 分包商应努力维护承包商和总承包商的声誉，并使承包商和总承包商免受因分包商造成的任何损害、财务损失、诉讼损失和任何其他不利于承包商和总承包商的问题的损害。如果证明损失是由分包商造成的，则分包商有责任赔偿承包商和总承包商因分包商的任何不当行为造成的损失。

5.1.15.3 The Subcontractor shall provide all mandatory documents as per the Contractor's requirements, such as mobilization plan for human resources, mobilization plan for machinery and equipment, procurement plan for materials, organizational chart, method statement, and fire prevention analysis, construction schedule, etc. The submission time and preparation of the stated documents shall meet the requirements of this Subcontract and Investor.
5.1.15.3 分包商应按照承包商的要求提供所有强制性文件，如人力资源动员计划、机械设备动员计划、材料采购计划、组织结构图、方法说明、防火分析、施工进度计划等。所述文件的提交时间和准备应符合合同和投资人的要求。

5.1.15.4 The Subcontractor shall remove ballasts carefully to avoid any damage, so that the Investor can reuse the removed materials. Such materials shall be removed according to design documents and relevant requirements. Then the Subcontractor shall transport those removed materials to a place designated by the Investor and store them.
5.1.15.4 分包商应小心拆除道砟，以避免任何损坏，以便投资人可以重新使用拆除的材料。应按设计文件和相关要求拆除这些材料，然后分包商应将被移除的材料运输到投资人指定的地点并储存。

5.1.15.5 The Subcontractor is obliged to remove existing facilities after commencement to create favourable conditions for the construction of other subcontractors. The Subcontractor is obliged to complete pipeline removing/relocation/reconstruction required in the design documents as soon as possible after commencement without any delay to ensure smooth implementation of

other works if it is in accordance with this Subcontract and the project documentation.
5.1.15.5 分包商有义务在开工后拆除现有设施，为其他分包商的施工创造有利条件。如果符合本分包合同和项目文件的要求，分包商有义务在开工后尽快完成设计文件中要求的管道拆除/搬迁/改造，不得延误，以确保其他工程的顺利实施。

The Subcontractor shall be responsible for all existing facilities and pipeline relocation works within this Subcontract, including but not limited to unforeseen works.
分包商应负责本分包合同内所有现有设施和管道的搬迁工程，包括但不限于不可预见工程。

For unforeseeable existing facilities and pipeline relocation works which is not stipulated in this Subcontract, the Contractor and the Subcontractor will jointly lodge a claim through General Contractor to the Investor. Unforeseeable conditions refer to conditions that are unknown, invisible in the Site exploration, and not reflected in the cadastre before commencement.
对于本分包合同中未规定的不可预见的现有设施和管道搬迁工程，承包商和分包商将通过总承包商共同向投资人提出索赔。不可预见条件是指在场地勘探中未知的、不可见的、在开始勘探前未在地籍表中反映出来的条件。

5.1.15.6 The Subcontractor must prepare the method statement for execution based on construction drawings and construction schedule, submit to the Contractor for approval.
5.1.15.6 分包商必须根据施工图纸和施工进度计划编制施工方法说明，报承包商批准。

5.1.15.7 The Subcontractor shall set up Temporary Facilities using relevant station Site, mixing plant, maintenance base (institute) and station square provided by the Investor according to design documents and construction organization requirements according to Serbian regulations.
5.1.15.7 分包商应按照塞尔维亚规定的设计文件和施工组织要求，使用投资人提供的相关车站场地、搅拌站、维修基地(机构)和车站广场搭建临时设施。

5.1.15.8 The Subcontractor shall promptly notify the Contractor in writing if there are any errors, omissions or defects in the relevant engineering investigation and survey, design, standards and specifications, drawings or other documents during the inspection and verification of this Subcontract documents or the implementation of the Works. The Subcontractor must provide the Contractor with the subcontractor's documents in time when the Contractor need them.
5.1.15.8 分包商在检查核实合同文件或实施工程过程中，如发现有关工程勘察和测量、设计、标准和规范、图纸或其他文件有错误、遗漏或缺陷，应及时书面通知承包商。当承包商需要时，分包商必须及时向承包商提供分包商的文件。

5.1.15.9 The Subcontractor shall set aside safety expenses, accept the inspection by the Contractor of the safety facilities, and improve the safety measures according to the inspection remarks to ensure the safety construction.
5.1.15.9 分包商应预留安全费用，接受承包商对安全设施的检查，并根据检查备注完善安全措施，确保安全施工。

5.1.15.10 The Subcontractor shall take the initiative to prevent natural disasters and prevent damage to the Works.
5.1.15.10 分包商应主动采取措施防止自然灾害和防止工程损坏。

5.1.15.11 The Subcontractor shall provide the laborers with living conditions and living facilities that meet the hygiene and safety requirements in strict accordance with the local labor and health regulations. If the Subcontractor's workers are necessary to be accommodated in the construction site.
5.1.15.11 分包方应严格按照当地劳动卫生规定，为劳动者提供符合卫生安全要求的生活条件和生活设施。如果分包商的工人需要居住在施工现场。

5.1.15.12 The Subcontractor shall timely compile, collect and sort out the data in the process of project construction in a systematic, complete, true and accurate way to ensure the traceability of project quality, and prepare the completion documents and project summary according to the requirements of the Investor. The Contractor shall carry out inspection during the process and complete the engineering technical summary within one year after project completion acceptance.
5.1.15.12 分包商应及时系统、完整、真实、准确地汇总、整理工程施工过程中的资料，确保工程质量的可追溯性，并按投资人要求编制竣工文件和工程总结。工程竣工验收后一年内，承包商应进行验收，并完成工程技术总结。

5.1.15.13 The Subcontractor shall deal with according to relevant regulations of Serbia in case of quality and safety accidents, railway traffic accidents, serious quality problems, major stability events or other major breach of contract during construction. The Subcontractor shall also bear all losses and responsibilities if losses are caused to the Contractor and the General Contractor.
5.1.15.13 施工过程中发生质量安全事故、铁路交通事故、严重质量问题、重大稳定事件或其他重大违约，分包商应按塞尔维亚有关规定进行处理。如果给承包商和总承包商造成损失，分包商还应承担所有损失和责任。

5.1.15.14 When the Contractor accepts the audit, review and inspection of the relevant state departments, the Contractor can reduce the payment due to the Subcontractor if finds out the responsibility belongs to the Subcontractor; if the payment due to Subcontractor is not enough to be deducted, the Subcontractor shall return the full amount or difference to the Contractor.
5.1.15.14 承包商接受国家有关部门的审核、复核和检查时，如发现责任属于分包商，可减少分包商应支付的款项;如果应付给分包商的款项不足以扣除，分包商

应将全部金额或差额退还给承包商。

5.1.15.15 The Subcontractor shall cooperate with Contractor and the General Contractor in publicity during the process of railway construction.
5.1.15.15 在铁路建设过程中，分包商应配合承包商和总承包商进行宣传。

5.1.15.16 The interface of each section of the Project shall be regarded as the main control item of quality management. The Subcontractor shall set up full-time interface engineering quality management personnel, and abide by the Contractor's interface management method, and take charge of the interface engineering quality management in the construction process with the Contractor. The Subcontractor shall assign special personnel to participate in the coordination group according to the instructions of the Contractor. The subcontractor in the previous process are obliged to provide working conditions for the subcontractor in the subsequent process.
5.1.15.16 本工程各部分的接口应作为质量管理的主要控制项目。分包商应设立专职接口工程质量管理人员，并遵守承包商的接口管理方法，与承包商共同负责施工过程中的接口工程质量管理。分包商应根据承包商的指示，指派专门人员参加协调小组。前一道工序的分包商有义务为后一道工序的分包商提供工作条件。

5.1.15.17 Within one year after the Project is put into operation, the Subcontractor shall conduct no less than two quality return visits under the organization of the Contractor. The Subcontractor shall listen to the opinions of the Investor's transportation department and equipment management department, and timely rectify the engineering quality problems found during operation.
5.1.15.17 本项目投产后一年内，分包商应在其组织下进行不少于两次的质量回访。分包商应听取投资人交通部门和设备管理部门的意见，对运行中发现的工程质量问题及时进行整改。

5.1.15.18 Infirmary or first aid station shall be established.
5.1.15.18 应建立医务室或急救站。

5.1.15.19 Deleted.
5.1.15.19 已删除。

5.2.Performance guarantee and Advance payment guarantee
5.2 履约保函及预付款保函
5.2.1 Performance guarantee
5.2.1 履约保函
The Subcontractor is obliged to submit a performance guarantee, in a form and from a bank acceptable to the Contractor, amounting to 10% of this Subcontract Price to the Contractor within 28 days after signing the Contract, and the Subcontractor shall ensure that its performance guarantee will remain valid until 28 days after expiring Defects Notification Period under this Contract.

分包商有义务在合同签署后 28 日内向承包商提交一份履约保函，其格式由承包商可接受的银行出具，金额为合同价格的 10%。分包商应确保其履约保函在本分包合同规定的缺陷通知期到期后 28 天内有效。

The Contractor shall return the performance guarantee to the Subcontractor within 28 days after expiring Defects Notification Period under this Contract.
承包商应在本分包合同规定的缺陷通知期届满后 28 天内将履约保函退还给分包商。

If the Time for Completion or Defects Notification Period is extended or if the Works are not completed, the Subcontractor is obliged to extend the performance guarantee under this clause. If this Subcontract Price is adjusted according to the provisions of this Subcontract, the Subcontractor is obliged to adjust the amount of the performance guarantee.
如果竣工时间或缺陷通知期被延长，或如果工程未完成，分包商有义务延长本条项下的履约保证。如果根据本分包合同的规定调整了合同价格，分包商有义务调整履约保函的金额。

The guarantee issued by the bank is an irrevocable and unconditional letter of guarantee on demand, which conforms to the international standard URDG 758.
银行出具的保函是一份不可撤销的、无条件的见索即付保函，符合国际标准 URDG 758。

5.2.2 Advance payment guarantee
5.2.2 预付款保函
There is no advance payment and no advance payment guarantee in this Subcontract.
本分包合同无预付款，亦无预付款保函。

5.3 Subcontractor's Representative (Subcontractor Project Manager)
5.3 分包商代表(分包商项目经理)
This clause shall be implemented in accordance with the provisions of the Main Subcontract.
该条款按主分包合同的规定执行。

5.4 Management of subcontractor's personnel
5.4 分包商人员管理
This clause shall be implemented in accordance with the provisions of the Main Subcontract.
该条款按主分包合同的规定执行。

5.5 Replacement of the Subcontractor's Project Manager and other personnel
5.5 更换分包商的项目经理和其他人员

This clause shall be implemented in accordance with the provisions of the Main Subcontract.
该条款按主分包合同的规定执行。

5.6 Guarantee of the legitimate rights and interests of Subcontractor personnel
5.6 分包商人员合法权益的保障

This clause shall be implemented in accordance with the provisions of the Main Subcontract.
该条款按主分包合同的规定执行。

5.7 Subcontractor's Site investigation
5.7 分包商现场调查

5.7.1 The Contractor is obliged to provide the Subcontractor with the on-Site geological exploration data and hydrometeorological data owned by the Contractor. However, the Subcontractor shall be responsible for the verification and interpretation made by the Subcontractor of the above-mentioned relevant documents.
5.7.1 承包商有义务向分包商提供其拥有的现场地质勘探资料和水文气象资料。但分包商应负责对上述相关文件进行核实和解释。

5.7.2 The Subcontractor shall investigate the construction Site and surrounding environment, and collect relevant geological, hydrological, meteorological conditions, traffic conditions, on-Site pipelines, customs and other local data related to the completion of the Works and in accordance with the project documentation. In the whole Works, the Subcontractor be deemed to have fully estimated the responsibilities and risks being undertaken and has included them in this Subcontract Price.
5.7.2 分包商应调查施工现场和周围环境，并根据项目文件收集与工程竣工有关的相关地质、水文、气象条件、交通条件、现场管道、海关等当地资料。在整个工程中，分包商应被视为已充分估计了所承担的责任和风险，并已将其包含在分包合同价格中。

5.7.3 The Subcontractor must pay for his usage of the construction facilities (such as electricity, water, sewer system, gas, telephone, etc.). The Subcontractor must pay his connections on these systems. The parties agree that if it is the Investor's part of the obligation, it will promote the settlement by the Investor. If the Investor is unable to resolve it, then whoever uses the part will be responsible (including but not limited to cost and related procedures, etc.)
5.7.3 分包商必须支付其使用的施工设施(如电、水、排水系统、煤气、电话等)的费用。分包商必须支付他在这些系统上的连接。双方同意，如果是投资人义务的一部分，则推动投资人进行结算。若投资人无法解决，则由使用方负责(包括但不限于费用及相关程序等)。

5.7.4 Unless otherwise stated in this Subcontract, the Subcontractor shall be deemed to have obtained and verified all necessary information about risks, accidents and other conditions that may have an impact or effect on the Works;
5.7.4 除非本分包合同另有规定，分包商应被视为已获得并核实了有关可能对工程产生影响或作用的风险、事故和其他情况的所有必要信息；

5.7.5 By signing this Subcontract, and in accordance with the project documentation the Subcontractor accepts all the responsibilities for all the difficulties and expenses foreseen to successfully complete the Works; this Subcontract Price shall not be adjusted for any unforeseen difficulties and expenses.
5.7.5 通过签署本分包合同，并根据项目文件，分包商接受为成功完成工程而预见到的所有困难和费用的所有责任;合同价格不得因任何未预见到的困难和费用而调整。

5.8 Cooperation with design work
5.8 配合设计工作
已删除/Deleted。

5.9 Adverse physical conditions
5.9 不利的物理条件
5.9.1 Adverse physical conditions refer to unforeseeable natural physical conditions, unnatural material obstacles and pollutants encountered by the Subcontractor on the construction Site, including underground and hydrological conditions, but excluding climatic conditions. Unforeseeable underground conditions and facilities refer to the existing underground facilities that are unknown and not reflected in the cadastre before commencement.
5.9.1 不利的物理条件是指分包商在施工现场遇到的不可预见的自然物理条件、非自然的物质障碍和污染物，包括地下和水文条件，但不包括气候条件。不可预见的地下条件和设施，是指开工前未在地籍表中反映的、未知的现有地下设施。

5.9.2 In case of adverse physical conditions, the Subcontractor shall take reasonable measures to adapt to the adverse physical conditions to continue the construction, and timely notify the Contractor, the General Contractor and the Supervisor. In case of obtaining compensation from the Investor, the Subcontractor shall be entitled to compensation in accordance with the relevant articles on unfavourable physical conditions in the Civil and Track Engineering (Lot NS-II) Subcontract.
5.9.2 在物理条件不利的情况下，分包商应采取合理措施适应不利的物理条件继续施工，并及时通知承包商、总承包商和监理人。如果从投资人获得补偿，分包商有权根据《土建及轨道工程（Lot NS-II）分包合同》中有关不利物理条件的条款获得补偿。

6. Materials and Engineering Equipment

6.材料及工程设备

This clause shall be implemented in accordance with the provisions of the Main Subcontract.
该条款按主分包合同的规定执行。

7.Construction Equipment and Temporary Facilities

7.施工设备及临时设施

7.1 Construction Equipment and Temporary Facilities provided by the Subcontractor

7.1 分包商提供的施工设备和临时设施

7.1.1 The Subcontractor shall timely configure Construction Equipment and build Temporary Facilities (including but not limited to camps\electric generator\water pump and all similar temporary facilities which subcontractor always used on the site according to professional standards) in accordance with the requirements of the construction schedule. The equipment provided by the Subcontractor entering the construction Site can be put into use only after the check by the Contractor, General Contractor and Supervisor. Where the Subcontractor replaces equipment provided by the Subcontractor agreed in this Subcontract shall be reported to the Contractor, General Contractor and Supervisor for approval.
7.1.1 分包商应按照施工进度计划的要求及时配置施工设备并建造临时设施(包括但不限于营地、发电机、水泵以及分包商一直按照专业标准在现场使用的所有类似临时设施)。分包商提供的设备进入施工现场后，须经承包商、总承包商及监理人检查后方可投入使用。当分包商更换本分包合同中约定的由分包商提供的设备时，应向承包商、总承包商和监理人报告，以获得批准。

7.1.2 The Subcontractor shall bear any cost due to construction of Temporary Facilities and temporary land occupation by the Subcontractor; when temporary land occupation is needed, the Subcontractor shall be responsible for obtaining it. Any cost due to temporary land occupation shall be borne by the Subcontractor. At the request of the Contractor, the Subcontractor shall provide the temporary land occupation plan in a timely manner.
7.1.2 分包商应承担因建造临时设施和占用临时土地而产生的任何费用;需要临时占用土地时，分包商应负责取得。因临时占用土地而产生的任何费用均由分包商承担。应承包商要求，分包商应及时提供临时占用土地计划。

7.2 Requirements for the Subcontractor to add or replace Construction Equipment

7.2 对分包商增加或更换施工设备的要求

Whenever the Construction Equipment used by the Subcontractor cannot meet the construction schedule and/or quality requirements of this Subcontract, the Contractor,

General Contractor and Supervisor are entitled to request the Subcontractor to add or replace Construction Equipment, and the Subcontractor shall add or replace in a timely manner. Any cost or delay thereby shall be borne by the Subcontractor. If the Subcontractor fails to comply with the Contractor's notice, then the Contractor shall be entitled to engage its own Construction Equipment and/or engage a third party and any cost or delay shall be borne by the Subcontractor.
当分包商使用的施工设备不能满足合同的施工进度和/或质量要求时，承包商、总承包商和监理人有权要求分包商增加或更换施工设备，且分包商应及时增加或更换。由此产生的任何费用或延迟应由分包商承担。如果分包商未能遵守承包商的通知，则承包商应有权使用其自己的施工设备和/或雇佣第三方，任何成本或延误均应由分包商承担。

7.3 Construction Equipment and Temporary Facilities dedicated to the Works
7.3 工程专用的施工设备和临时设施

7.3.1 All Construction Equipment brought into the construction Site and Temporary Facilities built on the construction Site shall be dedicated to the Works. Any part of the aforesaid Construction Equipment and Temporary Facilities shall not be transported out of the construction Site or used for other purposes without the consent of the Contractor.
7.3.1 所有带入施工现场的施工设备和在施工现场建造的临时设施均为本工程专用设施。未经承包商同意，不得将上述施工设备和临时设施的任何部分运出施工现场或用于其他目的。

7.3.2 With the consent of the Contractor, the subcontractor may remove idle Construction Equipment according to the construction schedule.
7.3.2 经承包商同意，分包商可按施工进度计划拆除闲置的施工设备。

8. Traffic and transportation

8.交通和运输

8.1 Right of way and off-Site facilities
8.1 通行权和场外设施

The right of way and off-Site facilities within the scope of this Subcontract shall be handled by the Subcontractor and any cost thereby shall be borne by the Subcontractor. When the Contractor's coordination is required, the Contractor shall assist in the relevant procedures. Where the local road used needs to be restored according to the local municipal government or the law, the Subcontractor shall restore it at its own expense.
本分包合同范围内的通行权和场外设施应由分包商处理，由此产生的任何费用应由分包商承担。如需要承包商的协调，承包商应协助办理相关手续。根据当地市政府或者法律规定，当地道路需要修复的，分包商应当自费修复。

8.2 Access roads on Site

8.2 现场的出入通道

8.2.1 The Subcontractor shall be responsible for the construction, maintenance and management of temporary roads and traffic facilities required for the construction, including maintenance and management of roads and traffic facilities provided by the Investor, and bear the corresponding costs.

8.2.1 分包商负责施工所需的临时道路和交通设施的施工、养护和管理，包括对投资人提供的道路和交通设施的养护和管理，并承担相应的费用。

8.2.2 Temporary roads and transportation facilities constructed by the Subcontractors shall be provided to the Investor, General Contractor, Contractor, Supervisor, other contractors and other subcontractors free of charge.

8.2.2 分包商建造的临时道路和交通设施应免费提供给投资人、总承包商、承包商、监理人、其他承包商和其他分包商。

8.2.3 During the construction, the Subcontractor is obliged to abide by various regulations of the Investor's transportation organization, and provide necessary support to the relevant equipment operators of the transportation organization in accordance with the Investor's requirements.

8.2.3 在施工过程中，分包商有义务遵守投资人运输组织的各项规定，并按照投资人的要求，为运输组织的相关设备操作人员提供必要的支持。

8.3 Off-Site roads

8.3 场外道路

This clause shall be implemented in accordance with the provisions of the Main Subcontract.

该条款按主分包合同的规定执行。

8.4 Traffic organization during construction

8.4 施工期间交通组织

8.4.1 During the construction, the Subcontractor must reduce the interference to the railway traffic operation to the minimum necessary level. Within 28 days before the Commencement Date, the Subcontractor is obliged to submit the method statement to the Contractor, including the traffic management documents during the construction. In such documents, the Subcontractor shall specify the traffic organization from the perspective of construction safety.

8.4.1 施工过程中，分包商必须将对铁路交通运营的干扰降低到必要的最低水平。在开工日期前 28 天内，分包商有义务向承包商提交方法声明，包括施工期间的交通管理文件。在这些文件中，分包商应从施工安全的角度明确交通组织。

8.4.2 If the Investor has any dissent on the relevant documents that have been submitted by the Contractor in accordance with 8.4.1, the Subcontractor is obliged to

correct the deviation within 14 days and resubmit the documents to the Contractor for approval.
8.4.2 如果投资人对承包商按照 8.4.1 提交的相关文件有任何异议，分包商有义务在 14 天内纠正该偏差，并将文件重新提交承包商审批。

8.4.3 During the renovation of the existing railway, the Subcontractor shall carry out the operation in accordance with the conditions approved by the Investor and the conditions of the construction Site. Before connecting passenger and freight trains to the new railway, the Subcontractor shall abide by the Investor's technical inspection procedures, and the Contractor shall organize the Subcontractor to obtain the approval documents for putting into use.
8.4.3 在现有铁路改造期间，分包商应按照投资人批准的条件和施工现场的条件进行施工。在将客运和货运列车连接到新铁路之前，分包商应遵守投资人的技术检验程序，承包商应组织分包商取得投入使用的批准文件。

8.4.4 When the Subcontractor needs to temporarily close the railway traffic during the construction, the following principles shall be applied:
8.4.4 施工期间，分包商需要暂时关闭铁路交通时，应遵循以下原则:

During the construction period, the section from Novi Sad (Rumenka) to Subotica (Navičevo) shall all be closed (excluding station Novi Sad and Subotica).
在建设期间，从 Novi Sad (Rumenka)到 Subotica (Navičevo)的路段将全部关闭(不包括 Novi Sad 和 Subotica 站)。

In special circumstances, such as construction of switches connecting operating railway, operating railway shall be stopped within 12 hours at night after approval from Investor;
在特殊情况下，如施工连接运营铁路的道岔，经投资人批准后，运营铁路应在夜间 12 小时内停止;

if the above conditions are changed due to the Investor's reasons, the Subcontractor shall implement it in accordance with the Investor's changed requirements, and shall not be entitled to additional costs.
如上述条件因投资人的原因发生变更，分包商应按照投资人变更后的要求执行，且不得额外收取费用。

8.4.5 In order to facilitate traffic management, the Investor shall provide, install and maintain two temporary mobile signal devices during the period when the existing signal equipment is not in use, and the Subcontractor shall provide the materials required for the installation and the container housing required by the Investor's personnel to operate these devices and the by the transportation organization.
8.4.5 为方便交通管理，投资人应在现有信号设备不使用期间提供、安装和维护两个临时移动信号设备，分包商应提供安装所需的材料，以及投资人人员操作这

些设备所需的集装箱房和运输机构。

8.5 Transportation of oversized and overweight items

8.5 超大和超重物品的运输

For oversized or overweight items transported by the Subcontractor, the Subcontractor shall be responsible for handling the application procedures with the Serbian traffic management department, and the Contractor shall provide assistance. The cost due to temporary reinforcement and reconstruction of roads and bridges and other related expenses required for the transportation of oversize or overweight items shall be borne by the Subcontractor, unless otherwise agreed.

对于分包商运输的超大或超重物品，分包商应负责向塞尔维亚交通管理部门办理申请手续，承包商应提供协助。由于临时加固和重建道路和桥梁以及运输特大型或超重物品所需的其他相关费用应由分包商承担，除非另有约定。

8.6 Liability for damage to roads and bridges

8.6 道路和桥梁损坏的责任

If the roads and bridges inside and outside the construction Site are damaged due to undoubtedly determined and proved the Subcontractor's use of the roads and bridges, the Subcontractor shall bear the full cost of repairing the damage and possible compensation.

如果施工现场内外的道路和桥梁由于无疑确定并证实了分包商对道路和桥梁的使用而受到损坏，则分包商应承担修复损坏和可能的赔偿的全部费用。

8.7 Waterway transportation and air transportation

8.7 水路运输和航空运输

This clause shall be implemented in accordance with the provisions of the Main Subcontract.

该条款按主分包合同的规定执行.

9. Surveying and setting out

9. 施工控制网

This clause shall be implemented in accordance with the provisions of the Main Subcontract.

该条款按主分包合同的规定执行。

10. Construction safety, public security and environmental protection

10.施工安全、治安、环保

10.1 Construction Safety Responsibilities of the Subcontractor

10.1 分包商的施工安全责任

10.1.1 The Subcontractor shall perform the safety responsibilities as stipulated in this

Subcontract, carry out construction in accordance with the relevant Serbian safety regulations and the design documents approved by the Investor to ensure the safety of Permanent and Temporary Works. The Subcontractor shall receive instructions from the Contractor and Supervisor on safe work.
10.1.1 分包商应履行本分包合同规定的安全责任，按照塞尔维亚相关安全法规和投资人认可的设计文件进行施工，以确保永久工程和临时工程的安全。分包商应接受承包商和监理人关于安全工作的指示。

10.1.2 The Subcontractor shall take "human safety" as central task, to standardize safety management, and improve the quality of personnel; take "equipment and facility safety" as basis, to control the source and strengthen equipment management and control; take "technical defence" as the guarantee, to highlight technological innovation and build a technical safety system, and thus build security system. The Subcontractor shall formulate special construction plans and conduct safety inspections for works that have reached a certain scale and are technically complex.
10.1.2 分包商应以“人身安全”为中心，规范安全管理，提高人员素质;以“设备设施安全”为依据，控制源头，加强设备管理和控制;以“技术防御”为保障，突出技术创新，构建技术安全体系，进而构建安全体系。对于已达到一定规模、技术较为复杂的工程，分包商应制定专项施工方案，并进行安全检查。

10.1.3 The Subcontractor shall strengthen the safety management of construction operations, in particular the excavation of pile foundations adjacent to existing railway, the construction of over-passing existing railway, the demolition of tracks, the large-scale mechanical construction, the management of initiating explosive devices, toxic and corrosive materials and other dangerous articles, as well as the management of dangerous operations such as blasting operations and underground engineering construction.
10.1.3 分包商应加强对施工作业的安全管理，特别是毗邻既有铁路的桩基开挖、跨越既有铁路的施工、轨道拆除、大型机械施工、引爆装置、有毒和腐蚀性物品等危险物品的管理，以及爆破作业和地下工程施工等危险作业的管理。

10.1.4 The Subcontractor shall formulate construction safety operation rules in strict accordance with Serbian standards, provide necessary safety production and work protection facilities, strengthen daily safety education for the Subcontractor personnel, and issue safety work manuals and work protection equipment.
10.1.4 分包方应严格按照塞尔维亚标准制定施工安全操作规程，提供必要的安全生产和作业防护设施，加强对分包方人员的日常安全教育，发放安全作业手册和作业防护设备。

10.1.5 The cost for safe working environment and safe construction measures agreed in this Subcontract is included in this Subcontract Price.
10.1.5 本分包合同约定的安全作业环境和安全施工措施的费用已包含在本分包合同价格中。

10.1.6 The Subcontractor shall be responsible for the work-related accidents of all personnel employed by Subcontractor to perform this Subcontract.
10.1.6 分包商应对分包商为履行本分包合同而雇用的所有人员发生的工伤事故负责。

10.1.7 In the event of a third party's casualties and property losses caused by the Subcontractor in the Site and adjacent areas, the Subcontractor shall submit the claim in time, otherwise the cost incurred due to the insurance compensation affected thereby shall be borne by the Subcontractor. At the same time, all expenses not covered by the compensation amount shall be borne by the Subcontractor.
10.1.7 如果分包商在现场及邻近地区造成第三方人员伤亡和财产损失，分包商应及时提出索赔，否则由此产生的保险赔偿费用由分包商承担。与此同时，所有补偿金额未包括的费用应由分包商承担。

10.1.8 Other safety responsibilities
10.1.8 其他安全责任
(1) The Subcontractor shall set up a special safety inspection department with safety inspection personnel to supervise and inspect the on-Site safety production. The Subcontractor shall submit the documents related to safety to the Contractor in accordance with the law of the HSE within 14 days after the signing of this Subcontract, including the organization and job responsibilities of the safety inspection department, safety inspection management measures, safety assessment and implementation rules, etc.
(1)分包商应设立专门的安全检查部门，配备安全检查人员，对现场安全生产进行监督和检查。分包商应在合同签订后 14 天内向承包商依法提交与安全生产有关的文件，包括安全检查部门的组织机构和工作职责、安全检查管理办法、安全评估和实施细则等。

(2)The Subcontractor shall strictly implement the construction safety management rules and construction requirements of the operating railway approved by Serbia and the Contractor, and organize the implementation according to the approved construction schedule and method statement.
(2)分包商应严格执行塞尔维亚和承包商批准的运营铁路施工安全管理规定和施工要求，并按照批准的施工进度计划和施工方法说明书组织实施。

(3)The Subcontractor's vertical transportation machinery operators, installation and disassembly workers, electrical welding (cutting) operators, blasting operators, lifting signalmen, mounting operators and underwater (overwater) operators and other special work operators must obtain special operation qualification certificates and special safety operation training before they work in their position.
(3)分包商的垂直运输机械操作工、安装拆卸工人、电焊(切割)操作工、爆破操作工、起重信号工、安装作业人员、水下(水上)作业人员和其他特种作业人员上岗

前，必须取得特种作业资格证书，并经过特种安全作业培训。

(4)In order to protect the works from damage, or for the safety of nearby and passing people, the Subcontractor shall provide lighting, guards, safety fences, warnings, and other protective facilities at the necessary time and location, or when requested by the Contractor.
(4)为了保护工程不受损害，或为了附近和路过人员的安全，分包商应在必要的时间和地点，或根据承包商的要求，提供照明、警卫、安全栅栏、警告和其他保护设施。

(5) The Subcontractor shall, before the Contractor's taking-over, provide fences, lighting, supervision and security for the Works, adopt appropriate measures to ensure the safety of the construction, and avoid the equipment and materials from decay, damage, and loss before taking-over.
(5)分包商应在承包商接收工程之前，为工程提供围栏、照明、监督和安全保障，采取适当措施确保施工安全，避免设备和材料在接收前腐烂、损坏和损失。

(6) The Subcontractor shall, ensure the safety of the necessary Temporary Works (including highways, sidewalks, guardrails and fences) for the Works, and protect the safety of pedestrians, land owners and users in adjacent plots.
(6)分包商应确保工程中必要的临时工程(包括公路、人行道、护栏和围栏)的安全，并保护相邻地块内的行人、土地所有者和用户的安全。

10.2 Security
10.2 安全

10.2.1 The Subcontractor shall consult with the local police department under the organization of the Contractor to establish a security management organization or joint defence organization on the Site to uniformly manage the security matters of the Site and perform the security duties of this Subcontract with the assistance of the Contractor.
10.2.1 分包商应在承包人的组织下与当地公安部门协商，在工地上建立治安管理组织或联防组织，统一管理工地的治安事宜，并在承包人的协助下履行合同的治安职责。

10.2.2 The Contractor and the Subcontractor shall not only assist the on-Site security management organization or joint defence organization to maintain the social security of the Site, but also do a good job of the security work in their respective jurisdictions, including accommodation areas.
10.2.2 承包商和分包商不仅应协助现场安全管理机构或联合防御机构维护现场的社会安全，而且应做好各自管辖范围内的安全工作，包括住宿区域。

10.2.3 The Subcontractor shall prepare the security management plan of Site after the commencement of the Works, formulate the emergency plan to deal with unexpected

security incidents, and report it to the Contractor for record. In the event of terrorist incidents such as riots and explosions, group sudden security incidents such as group fights and armed fights, sudden safety accidents and other accidents during the construction process, as well as sudden safety accidents and other accidents during the construction process, the Subcontractor shall report to the Contractor within half an hour of the incident. The Subcontractor and the Contractor shall actively assist the local authorities to take measures to calm down the situation, prevent the situation from expanding, avoid casualties and minimize property damage. The Subcontractor shall establish an emergency rescue system with service providers, local governments, enterprises, departments, etc. under the organization of the Contractor.
10.2.3 工程开工后，分包商应编制现场安全管理计划，制定突发安全事故应急处理计划，并报承包商备案。当发生骚乱、爆炸等恐怖事件，群殴、武装斗殴等群体性突发安全事件，施工过程中突发安全事故等事故，以及施工过程中突发安全事故等事故时，分包商应在事故发生后半小时内向承包商报告。分包商和承包商应积极协助地方当局采取措施平息事态，防止事态扩大，避免人员伤亡，尽量减少财产损失。分包商应在其组织下建立由服务商、地方政府、企业、部门等组成的应急救援体系。

10.2.4 If the Subcontractor requests for the security, the Contractor shall provide other reasonable assistance to the Subcontractor at the Subcontractor's expense.
10.2.4 如果分包商要求提供安保，承包人应向分包商提供其他合理协助，费用由分包商承担。

10.2.5 The Subcontractor shall be responsible for the security of the Site, allocating security forces to strengthen the patrol and security of the Site, and be responsible for the safety of the property of the Subcontractor, the Contractor and the Investor on the Site. The property losses caused by the Subcontractor's failure to effectively perform the security responsibilities shall be borne by the subcontractor.
10.2.5 分包商应负责现场的安全，配置安全人员加强现场的巡逻和安全，并对分包商、承包商和投资人在现场的财产安全负责。因分包商未能有效履行安全责任而造成的财产损失，由分包商承担。

10.2.6 The Subcontractor shall not allow staff not related to the Works to enter the Site. Only the Subcontractor's personnel, the Contractor, the Supervisor, and the Investor's personnel are allowed to enter the Site. The Subcontractor shall not accept media interview and publicity without the approval of the Contractor.
10.2.6 分包商不得允许与工程无关的人员进入现场。只有分包商的人员、承包商、监理人和投资人的人员被允许进入现场。未经承包商同意，分包商不得接受媒体采访和宣传。

10.3 Environmental protection
10.3 环境保护
10.3.1 During the construction process, the Subcontractor shall comply with the laws

of Serbia, fulfil the contractual obligations on environmental protection, and be responsible for environmental damage, personal injury and property losses caused by the violation of laws and contractual obligations.
10.3.1 在施工过程中，分包商应遵守塞尔维亚法律，履行关于环境保护的合同义务，并对因违反法律和合同义务而造成的环境损害、人身伤害和财产损失负责。

10.3.2 The Subcontractor shall prepare the construction environmental protection measures plan agreed in this Subcontract and submit it to the Contractor for approval according to the requirement (if any) of Investor, Supervisor, General Contractor. The Contractor is obligated to provide the Subcontractor with the relevant draft/template in a timely manner upon request.
10.3.2 分包商应编制本分包合同约定的施工环境保护措施计划，并按投资人、监理人、总承包商的要求(如有)报承包商批准。承包商有义务应要求及时向分包商提供相关的草案/模板。

10.3.3 The Subcontractor shall orderly stack and dispose of construction wastes in accordance with the approved construction environmental protection measures plan to avoid damage to the environment. The Subcontractor shall be responsible for the consequences of obstructing public transportation, affecting the lives of urban residents, reducing the flooding capacity of rivers, endangering the safety of residents, damaging the surrounding environment, or affecting the construction of other subcontractors caused by the Subcontractor's arbitrary stacking or disposal of construction wastes.
10.3.3 分包商应按照批准的施工环境保护措施计划，有序地堆放和处理建筑垃圾，避免对环境造成破坏。因分包商任意堆放或处置建筑垃圾而造成的阻碍公共交通、影响城市居民生活、降低河道行洪能力、危害居民安全、破坏周边环境、影响其他分包商施工等后果，分包商应承担责任。

10.3.4 The Subcontractor shall take effective measures as agreed in the Contract to timely protect the excavated slopes of construction, maintain drainage facilities and protect water and soil to avoid geological disasters caused by construction.
10.3.4 分包商应按照合同约定采取有效措施，及时保护开挖的施工边坡，维护排水设施，保护水土，避免因施工引起的地质灾害。

10.3.5 The Subcontractor shall prevent the construction activities from polluting the drinking water source.
10.3.5 分包商应防止施工活动污染饮用水源。

10.3.6 As notified, the Subcontractor shall strengthen the control of noise, dust, exhaust gas, waste water and waste oil, strive to reduce noise, control dust and exhaust gas concentration, do a good job in the treatment and discharge of waste water and waste oil, and conduct special tests on noise, air, soil and groundwater during the construction process according to the regulations of Serbia at the

Subcontractor's expense. The subcontractor will organize the above controls only at the request of the responsible state authorities.
10.3.6 根据通知，分包商应加强对噪声、粉尘、废气、废水、废油的控制，努力降低噪声，控制粉尘和废气浓度，做好废水、废油的处理和排放工作，并根据塞尔维亚的规定对施工过程中的噪声、空气、土壤和地下水进行专项检测，费用由分包商承担。分包商只有在国家主管部门的要求下，才会组织上述控制。

10.3.7 In order to minimize damage and discomfort to people or property caused by pollution, noise or operations in accordance with the approved management plan with environmental protection measures, the Subcontractor is obliged to implement environmental protection measures (inside and outside the Site), which will be implemented in the environmental protection activity plan.
10.3.7 为了最大限度地减少污染、噪音或操作对人或财产造成的损害和不适，根据经批准的带有环境保护措施的管理计划，分包商有义务实施环境保护措施（在工地内外），这些措施将在环境保护活动计划中实施。

10.3.8 The Subcontractor is obliged to ensure that emissions, surface discharges and wastewater resulting from its own operation do not exceed the values specified by applicable laws, and test the indicators according to the design requirements.
10.3.8 分包商有义务确保其自身运行产生的排放、地面排放和废水不超过适用法律规定的值，并按设计要求对指标进行检测。

10.3.9 The Subcontractor is obliged to ensure that its waste disposal meets the requirements of local laws and regulations of Serbia.
10.3.9 分包商有义务确保其废物处置符合塞尔维亚当地法律和法规的要求。

10.4 Accident Handling
10.4 事故处理

If an accident occurs during the construction of the project, the Subcontractor shall immediately notify the Contractor, and the Contractor shall immediately notify the General Contractor and the Investor. The Subcontractor shall immediately organize, with the Contractor's assistance if required, personnel and equipment for emergency rescue and repair, reducing casualties and property damage, preventing the accident from expanding, and protecting the accident Site. When it is necessary to move on-Site items, both parties shall make marks and written records, and keep the relevant evidence properly. The Contractor and the Subcontractor shall timely and honestly report to the relevant departments the occurrence of accidents, as well as the emergency measures being taken, etc. The costs incurred in emergency repair are based on the principle of "Whoever destroys is responsible"; if the damage is not caused by the Contractor or the Subcontractor, the Contractor will organize the Subcontractor to negotiate and communicate with the third party causing the damage, and pay the Subcontractor the relevant costs incurred in emergency repair based on the compensation obtained from the third party and the Subcontractor shall not be

entitled to claim against the Contractor.
如果在项目施工过程中发生事故，分包商应立即通知承包商，承包商应立即通知总承包商和投资人。分包商应在必要时在承包商的协助下，立即组织人员和设备进行紧急救援和维修，以减少人员伤亡和财产损失，防止事故扩大，并保护事故现场。需要移动现场物品时，双方应做好标记和书面记录，并妥善保管相关证据。承包商和分包商应及时、如实向有关部门报告事故的发生情况、采取的应急措施等。紧急修理的费用是根据"谁破坏谁负责"的原则支付的;如果损害不是由承包商或分包商造成的，承包商应组织分包商与造成损害的第三方进行谈判和沟通，并根据从第三方获得的赔偿向分包商支付紧急修理所发生的相关费用，且分包商无权向承包商索赔。

11. Construction progress

11.施工进度

11.1 Preparation of method statement

11.1 方法声明的编写

The Subcontractor shall prepare the method statement of the Works based on the requirements of Commercial Contract, Civil and Track Engineering (Lot NS-II) Subcontract, design documents, and relevant requirements of the Contractor (including a detailed construction transition plan by using Investor-specified software). The method statement shall include but not limited to: construction schedule, material supply and inspection, construction Site layout, construction quality assurance measures, construction personnel organization, construction machinery, material procurement and supply plans and quality assurance measures, personnel and equipment entry plans, construction safety measures, protection measures for the impact of construction on the environment, capital use plan, etc.
分包商应根据商务合同、《土建及轨道工程（Lot NS-II）分包合同》的要求、设计文件和承包商的相关要求(包括使用投资人指定软件的详细施工过渡计划)编制工程的施工方法说明。方法说明应包括但不限于:施工现场布置、施工质量保证措施、施工人员组织、施工机械、材料采购供应计划和质量保证措施、人员设备进场计划、施工安全措施、建设对环境影响的保护措施、资金使用计划等。

The construction schedule shall be accompanied by a supporting report and contain as a minimum:
施工进度计划应附有一份支持性报告，并至少包含:
This clause shall be implemented in accordance with the provisions of the Main Subcontract.
该条款按主分包合同的规定执行.

The construction schedule shall be prepared using the Investor-specified software and submitted to the Contractor in its native format for approval.
施工进度计划应使用投资人指定的软件编制，并以其原始格式提交给承包商审批。

The fact that the construction schedule has not been commented by the Contractor shall not release or relieve the Subcontractor from any of its obligations or responsibilities under this Subcontract. The Subcontractor shall at all times bear the onus to demonstrate that the construction schedule complies with the requirements of this Subcontract.
承包商未对施工进度计划作出评论的事实，不应免除或解除分包商在合同项下的任何义务或责任。分包商应在任何时候都有义务证明施工进度计划符合合同的要求。

Additional construction schedules of shorter durations may be required by the Contractor, such as a 3-month look ahead construction schedule together with the Monthly Progress Report.
承包商可能需要额外的短期施工进度表，例如 3 个月的前瞻施工进度表以及每月进度报告。

11.2 Approval of construction schedule
11.2 施工进度计划的审批

The construction schedule shall be controlled according to the progress diagram, critical paths, or Gantt chart of major work as required by the specifications respectively (prepared by the software specified by the Investor). The Subcontractor shall submit the prepared construction schedule and method statement of the Works to the Contractor for its approval. The Contractor will put forward a reasonable review of the construction schedule and method statement of the Works submitted by the Subcontractor with a time limit of 14 days for review.
施工进度按规范要求的进度图、关键路径或主要工作的甘特图进行控制(由投资人指定的软件编制)。分包商应将编制好的工程施工进度计划和施工方法说明书提交承包商批准。承包商应对分包商提交的工程施工进度和方法说明提出合理的审查，审查时限为 14 天。

If the Contractor proposes modifications, the Subcontractor shall modify and supplement the construction schedule and method statement of the Works, and submit the revised version of construction schedule and method statement of the Works to the Contractor within seven days after receiving the review, the Subcontractor shall organize the construction according to the revised version commented by the Contractor. Revised version of construction schedule and method statement of the Works commented by Contractor does not release the obligations and responsibilities of this Subcontract from Subcontractor.
如果承包商提出修改意见，分包商应修改和补充工程施工进度计划和施工方法说明，并在收到审查后 7 天内向承包商提交修改后的工程施工进度计划和施工方法说明，分包商应根据承包商的修改意见组织施工。承包商所评论的工程施工进度计划和方法声明的修订版本并不解除分包商对合同的义务和责任。

The Subcontractor shall be responsible for the temporary transition works within the

corresponding scope of the revised construction schedule and method statement.
分包商应对修改后的施工进度表和方法说明的相应范围内的临时过渡工作负责。

11.3 Revision of the construction schedule
11.3 施工进度计划的修改

When the actual progress of the Works does not match the construction schedule in Clause 11.2 (This clause does not apply in the case of omission of work or dismissal of subcontractors in accordance with Clause 11.5) due to any reason or whenever requested by the Contractor, the Subcontractor can submit an application report with relevant measures and related data for revising the construction schedule to the Contractor within 7 days, which can be implemented after being reviewed by the Contractor. Thereafter, the Subcontractor shall submit a revised construction schedule to the Contractor for its comment.
当工程的实际进度与第 11.2 条中的施工进度不相符时(本条款不适用于根据第 11.5 条规定的缺勤或解雇分包商的情况)，或由于承包商的任何原因或任何时候的要求，分包商可在 7 天内向承包商提交修改施工进度计划的相关措施及相关资料的申请报告，经承包商审核后执行。此后，分包商应向承包商提交一份修改后的施工进度表，征求其意见。

11.4 Construction progress report
11.4 施工进度报告

This clause shall be implemented in accordance with the provisions of the Main Subcontract.
该条款按主分包合同的规定执行.

11.5 Actual progress
11.5 实际进度

At any time, if the Subcontractor's (1) actual progress is too slow to meet the requirements of the Completion Date; or (2) actual progress has fallen (or will fall) behind the overall construction schedule as approved by the Investor or as determined by the Contractor, and such phenomenon is not the result of the reasons stated in the clause for delay, the Contractor may require the Subcontractor to submit a revised construction schedule with the Subcontractor's measures to accelerate the progress of the Works, and the costs of such measures shall be borne by the Subcontractor, and if the Investor or the General Contractor initiates a claim against the Contractor due to the Subcontractor's delay, the Subcontractor shall reimburse the relevant costs to Contractor.
在任何时候，如果分包商(1)实际进度太慢，无法满足完工日期的要求;或(2)实际进度落后于(或将落后于)投资人批准或承包商确定的总体施工进度，且该现象并非由于本条所述的延误原因造成的，承包商可要求分包商提交一份修改后的施工进度表，其中包括分包商为加快工程进度而采取的措施，此类措施的费用应由分包商承担。如果投资人或总承包商因分包商的延迟而向承包商提起索赔，则分包

商应向承包商偿还相关费用。

If the General Contractor adjusts the Time for Completion, the Contractor has the right to require the Subcontractor to adjust the Time for Completion, and the Subcontractor shall cooperate with the Contractor in claiming additional costs incurred by the General Contractor as a result of its adjustments to the Time for Completion, and the Contractor shall not pay the Subcontractor until the Contractor receives payment of such costs from the General Contractor.
如果总承包商调整完成时间,承包商有权要求分包商调整完成时间，分包商应与承包商合作，要求总承包人支付因其调整完工时间而产生的额外费用，在承包人收到总承包人支付的这些费用之前，承包人不得向分包商付款。

If the Subcontractor fails to complete all of its contractual obligations at the end of the Time for Completion, the Contractor has the right to omit part or all of the work and introduce other subcontractors to implement it or implement it by itself, and to dismiss the Subcontractor, this Subcontract Price shall be reduced accordingly and any related additional costs shall be borne by the Subcontractor.
若分包商未在竣工时间结束时完成其所有合同义务的，承包人有权减少部分或全部工作并引入其他分包商实施或自行实施，并解雇分包商 ，合同价格应相应降低，相关的额外费用由分包商承担。

12. Document and archive management

12.文件及档案管理

This clause shall be implemented in accordance with the provisions of the Main Subcontract.
该条款按主分包合同的规定执行.

13. Commencement and Completion

13.开工和竣工

13.1 Commencement

13.1 开工

13.1.1 The date of signing this subcontract is the date of commencement of work.
13.1.1 签订本分包合同之日，既是开工日期。

13.1.2 The Subcontractor shall submit commencement report form to the Contractor according to the practical construction schedule and method statement before commencement. The commencement report form shall specify in detail the implementation of construction organization measures such as construction roads, temporary facilities, materials, equipment and construction personnel required for normal construction.
13.1.2 分包商应在开工前根据实际施工进度计划和方法说明书向承包商提交开

工报告表。开工报告表应当详细说明正常施工所需的施工道路、临时设施、材料、设备、施工人员等施工组织措施的实施情况。

13.2 Completion

13.2 竣工

The Subcontractor has the obligation to complete the construction of all the Works of this Contract within the Time for Completion for the Works, including obtaining the qualification test result upon completion, and completing all the work required for the handover of Works according to the relevant regulations and this Subcontract including WSD and Table of Price and Drawings.

分包商有义务在工程竣工时间内完成本分包合同所有工程的施工，包括在竣工时获得合格测试结果，并按照有关规定和本分包合同(包括 WSD 及价格表和图纸)，完成工程交接所需的所有工作。

13.3 The Time for Completion:

13.3 竣工时间:

The subcontractor is obliged to complete all the work under this Subcontract before the deadline of the Main Subcontract, that is, March 31, 2024;

And the implementation of all work under this Subcontract shall not affect the completion of all work under the Main Subcontract according to the deadline of the Main Subcontract.

分包商有义务在主分包合同截止期限前完成本分包合同下全部工作，即 2024 年 3 月 31 日;

且本分包合同下全部工作的实施不得影响主分包合同下全部工作按主分包合同的截止期限完成。

The deadline shall meet the overall time for completion of the General Contractor's Novi Sad- Subotica-Kelebija Railway Project.If the Investor and the General Contractor agree to the extension, the Contractor agrees to the corresponding project extension.

截止日期应满足总承包商诺维萨德-苏博蒂察-克莱比奥铁路项目的总体竣工时间。如果投资者及总承包商同意延期，承包商同意相应工程延期。

13.4 Defects Notification Period:

within one year after the Subcontractor receives the Taking Over Certificate from the Contractor.

13.4 缺陷通知期限:

分包商收到承包商的接收证书后一年内。

13.5 Warranty Period:

from the date when the Subcontractor receives the Taking Over Certificate from the Contractor, till the expiry of the subsequent five-year period (including the Defects

Notification Period).

13.5 保证期:

自分包商收到承包商的接收证书之日起，直至随后的五年期限届满(包括缺陷通知期)。

13.6 Delay of the Time for Completion

13.6 延迟竣工

If the project is delayed due to the following reasons, the Subcontractor shall keep relevant records and cooperate with the Contractor to claim extension of Time for Completion to the General Contractor or the Investor:

如因下列原因导致项目延期，分包商应保存相关记录，并配合承包商向总承包商或投资人提出延期竣工时间的要求:

(1) Where the Investor or the General Contractor puts forward variations (unless the adjustment of completion time has been approved);

(1)投资人或总承包商提出变更的(经批准调整完工时间的除外);

(2) Exceptionally adverse weather conditions. Exceptional is defined as being above the average of 10 years prior the date of signing of this Subcontract;

(2)异常恶劣的天气条件。例外是指本分包合同签订之日之前 10 年的平均值以上;

(3)Unforeseen shortage of goods or personnel due to Serbian government actions;

(3)由于塞尔维亚政府的行动，预料不到的货物或人员短缺;

(4)Delay, interference or obstruction caused by the Investor, the Investor's personnel, the General Contractor and the General Contractor's personnel; or

(4)投资人、投资人人员、总承包商及总承包商人员造成的拖延、干扰或阻碍;或

(5)Other circumstances that may lead to delay in accordance with the Commercial Contract or the Civil and Track Engineering (Lot NS-II) Subcontract.

(5)根据商务合同或《土建及轨道工程（Lot NS-II）分包合同》可能导致延误的其他情况。

13.6.1 Delay of Time for Completion caused by Subcontractor

13.6.1 分包商造成的工期延误

If the work fails to be completed according to the construction schedule of this Contract due to the Subcontractor's reasons, or if the Contractor, the General Contractor and the Supervisor deemed that the Subcontractor's construction schedule cannot meet the requirements of this Contract, the Subcontractor shall take measures to speed up the schedule and bear the increased costs for speeding up the schedule. If the Time for Completion is delayed due to the Subcontractor, the delay damages shall be paid by the Subcontractor. The calculation method of delay damage shall be applied in accordance with Article 13.6.3, and the Subcontractor shall pay the delay

damage, which shall not relieve the Subcontractor of its obligation to complete the Works and remedy defects in accordance with this Contract.
如果由于分包商的原因，工程未能按照本分包合同的施工进度完成，或承包商、总承包商和监理人认为分包商的施工进度不能满足本分包合同的要求，分包商应采取措施加快进度，并承担因加快进度而增加的费用。如因分包商原因延误竣工时间，应由分包商支付延误赔偿金。延迟损害的计算方法应按照第 13.6.3 条的规定执行，分包商应支付延迟损害，但延迟损害不应解除分包商按照本分包合同完成工程和补救缺陷的义务。

If the Works cannot be completed in accordance with the construction schedule due to the Subcontractor's reasons, the Subcontractor shall be liable for the breach of Contract. If the Works cannot be completed in accordance with the construction schedule due to the Contractor's reasons, the Contractor may extend the Time for Completion for the Subcontractor after its approval by the General Contractor and the Investor.
如因分包商的原因，工程不能按照施工进度完成，分包商应承担违约责任。如果由于承包商的原因，工程不能按照施工进度完成，在总承包商和投资人批准后，承包商可以为分包商延长竣工时间。

If the Subcontractor's project progress does not meet the construction schedule of the Works, and the construction efficiency cannot be effectively improved despite the urging of the Contractor, which leads to the situation in Article 11.5, the Contractor has the right to omit all or part of the Subcontract with 14 days' advance notice. After issuing the omission notice specified in this Article, the Contractor may omit part of the subcontracted work, and has the right to have the Contractor or a third party implement this part of the subcontracted work and make up for any defects therein. The resulting expenses shall be borne by the Subcontractor, and the Contractor may deduct the expenses from the payment to be paid to the Subcontractor. Omission of part of the Subcontractor's Contract by the Contractor shall not affect the remaining works of this Subcontract that have not been omitted.
如果分包商的工程进度不符合本工程的施工进度，经承包人督促仍不能有效提高施工效率，导致第 11.5 条的情况，承包商有权在提前 14 天通知的情况下删除全部或部分分包合同。。在发出本条规定的遗漏通知后，承包商可以删除分包工作的一部分，并有权要求承包商或第三方实施该部分分包工作并弥补其中的任何缺陷。由此产生的费用应由分包商承担，且承包商可从应付给分包商的款项中扣除该费用。承包商删除分包商合同的部分内容，不得影响本分包合同未被遗漏的其余工作。

13.6.2 Delay caused by Serbian government
13.6.2 塞尔维亚政府导致的延误
In case of the following conditions:
在下列情况下:
(1) The Subcontractor has taken relevant actions in full accordance with the

regulations of the government departments of the Republic of Serbia and these regulations were announced after the Base Date;
(1)分包商已完全按照塞尔维亚共和国政府部门的规定采取相关行动，这些规定是在基准日之后公布的;

(2) The relevant government departments have delayed or interfered with the Subcontractor's work;
(2)政府有关部门延误或干扰分包商工作的;

(3) There is a delay or the interference is not predictable,
(3)有一个延迟或干扰是不可预测的，

The Subcontractor shall keep relevant records and cooperate with the Contractor to obtain additional payment and/or an extension of time through the General Contractor from the Investor.
分包商应保存相关记录，并与承包商合作，通过总承包商从投资人那里获得额外付款和/或延期。

13.6.3 Delay Damages
13.6.3 延期损失
If the Contractor suffers delay damages due to the claim by the General Contractor related to the Subcontractor's Works, the Subcontractor is obliged to pay the delay damages to the Contractor. The amount of delay damages is consistent with the amount claimed by the General Contractor towards the Contractor. The Contractor has the right to deduct the amount of delay damages from any payment to be paid to the Subcontractor. If it is still insufficient, the Subcontractor shall make up for the claimed amount.
如果承包商因总承包商与分包商的工程有关的索赔而遭受延期损失，分包商有义务向承包商支付延期损害赔偿。延误损害赔偿金额与总承包商向承包商索赔的金额一致。承包商有权从应支付给分包商的任何款项中扣除延期损害赔偿金的金额。如果仍然不足，分包商应补足索赔金额。

14. Suspension of Construction

14.暂停施工

14.1 Subcontractor's responsibility to suspend construction
14.1 分包商暂停施工的责任
Within the scope of this Contract, the Subcontractor shall bear the increased costs and/or delay damages due to the following suspensions of construction:
在本分包合同范围内，分包商应承担因下列施工暂停而增加的成本和/或延迟损害赔偿:

(1)Suspension of construction caused by Subcontractor's breach of Contract;

(1)因分包商违约造成施工中断;

(2)Suspension of construction necessary for reasonable construction and safety guarantee of the Works due to Subcontractor's default;
(2)由于分包商的违约，工程的合理施工和安全保证所必需的施工暂停;

(3)Suspension of construction by the Subcontractor without authorization;
(3)分包商未经授权中止施工;

(4)Suspension of construction caused by Subcontractor due to other reasons.
(4)分包商因其他原因造成施工中断。

14.2 Contractor's responsibility to suspend construction
14.2 承包商暂停施工的责任

In case of suspension of construction due to the Contractor's reasons, the Subcontractor shall suspend the construction and take corresponding measures according to the Contractor's instructions. In case of Time for Completion delay caused by the suspension of construction, the Contractor shall negotiate with the Subcontractor to extend the Time for Completion and to agree on a revised construction schedule.
如因承包商原因停工，分包商应按承包商指示暂停施工并采取相应措施。如果施工暂停导致竣工时间延误，承包商应与分包商协商延长竣工时间，并就修改后的施工时间表达成一致。

14.3 General Contractor or Supervisor's instructions to suspend construction
14.3 总承包商或监理人暂停施工的指示

When the General Contractor or Supervisor thinks it is necessary, they may give instructions to the Contractor to suspend construction, and the Subcontractor shall suspend construction according to the instructions of the General Contractor or the Supervisor forwarded by Contractor. No matter what causes the suspension of construction, the Subcontractor shall be responsible for properly protecting the works and providing safety measures during the suspension of construction.
总承包商或监理人认为有必要时，可指示承包商暂停施工，分包商应根据承包商发出的总承包商或监理人的指示暂停施工。无论何种原因造成施工暂停，分包商都应负责在施工暂停期间对工程进行适当的保护和提供安全措施。

If the General Contractor or the Supervisor or the Contractor informs that the suspension of construction is due to the Subcontractor's default and responsibility, the Subcontractor has no right to an extension of time or claim any compensation.
如果总承包商或监理人或承包商通知施工暂停是由于分包商的违约和责任，分包商无权延期或要求任何赔偿。

If the Subcontractor is delayed and/or incurs costs in complying with the suspension

notice issued by the Supervisor due to a non-Subcontractor default, the Subcontractor shall notify the Contractor and cooperate with the Contractor to apply to the General Contractor and the Investor for:
如果分包商因非分包商违约而因遵守监理人发出的暂停通知而延误和/或产生成本，分包商应通知承包商并与承包商合作，向总承包商和投资人申请:

(1)an extension of the Time for Completion, if it has been postponed or will be postponed;
(1) 完成时间的延长，如果它已被推迟或将被推迟;

(2) the claim for the expenses incurred by such suspension.
(2) 索赔暂停所产生的费用。

14.4 Resumption of work after suspension of construction
14.4 暂停施工后恢复施工

14.4.1 After the suspension of construction, the Subcontractor shall take effective measures to actively eliminate the influence of the suspension of construction. When the works meet the conditions for resuming work, the Contractor shall immediately send a notice of resumption of work to the Subcontractor. After receiving the notice of resumption of work, the Subcontractor shall resume work within the time limit specified by the Contractor.
14.4.1 暂停施工后，分包商应采取有效措施，积极消除暂停施工的影响。当工程符合复工条件时，承包商应立即向分包商发出复工通知。在收到复工通知后，分包商应在承包商规定的期限内复工。

14.4.2 If the Subcontractor delays or refuses to resume work without justified cause, the increased costs and delays shall be borne by the Subcontractor.
14.4.2 如果分包商无正当理由拖延或拒绝复工，增加的费用和延误应由分包商承担。

15. Construction Quality

15.施工质量

15.1 Construction quality requirements
15.1 施工质量要求

This clause shall be implemented in accordance with the provisions of the Main Subcontract.
该条款按主分包合同的规定执行。

15.2 Subcontractor's quality management
15.2 分包商质量管理

15.2.1 The Subcontractor shall establish a Quality Assurance System/QAS to prove

that it complies with the requirements of this Contract and the Commercial Contract; the system shall comply with the Commercial Contract and this Contract, and the Contractor has the right to review any contents of the system.
15.2.1 分包商应建立质量保证体系/质量保证体系(QAS)，以证明其符合本分包合同和商务合同的要求;系统应符合商务合同和本分包合同，承包商有权审查系统的任何内容。
15.2.2 The Subcontractor shall carry out construction and quality acceptance in strict accordance with the technical standards and quality acceptance standards specified in the Commercial Contract and the approved construction drawings.
15.2.2 分包商应严格按照商务合同中规定的技术标准和质量验收标准及经批准的施工图纸进行施工和质量验收。

15.2.3 Details of all procedures and the compliance documents shall be submitted to the Contractor before each design and construction stage begins. When documents of any technical type are issued to the Contractor, the relevant documents shall be accompanied by evidence of prior approval by the Subcontractor.
15.2.3 所有程序的细节和合规文件应在每个设计和施工阶段开始前提交给承包商。当向承包商发出任何技术类型的文件时，相关文件应附有分包商事先批准的证据。

15.2.4 Before the installation of materials and equipment, the Subcontractor is obliged to submit evidences, certificates, certificates of origin and other documents to the Contractor according to the laws and regulations of the Republic of Serbia and as may be required, and the Contractor shall submit them through the General Contractor to the Supervisor.
15.2.4 在材料和设备安装之前，分包商有义务根据塞尔维亚共和国的法律法规和可能需要向承包商提交证据、证书、原产地证书和其他文件。承包商应通过总承包商提交监理人。

15.2.5 The Subcontractor shall set up a special quality inspection organization with full-time quality inspectors for a perfected quality inspection system. The Subcontractor shall, within 14 days after signing this Subcontract, submit the documents of construction quality assurance measures, including the organization chart and responsibility of the quality inspection organization, composition of quality inspection personnel, quality inspection procedures and implementation details to the Contractor.
15.2.5 分包商应建立专门的质量检验机构，配备专职质量检验人员，建立完善的质量检验制度。分包商应在本分包合同签订后 14 天内向承包商提交施工质量保证措施的文件，包括质量检验机构的组织结构图和职责、质量检验人员组成、质量检验程序和实施细则。

15.2.6 The Subcontractor shall strengthen the quality education and technical training for the construction personnel, regularly assess the labor skills of the construction

personnel, and strictly implement the specifications and operating procedures. The personnel are strictly prohibited to work without training.
15.2.6 加强对施工人员的素质教育和技术培训，定期对施工人员的劳动技能进行考核，严格执行规范和操作规程。人员未经培训，严禁上岗。

15.2.7 The Subcontractor shall establish operation key cards for construction procedures of the Works to ensure the quality of each procedure, and shall work with other subcontractors for the workflow. The Contractor shall organize the workflow between them before and after the construction.
15.2.7 分包商应建立工程施工程序的操作卡，以确保每个程序的质量，并应与其他分包商合作完成工作流程。承包商应组织施工前后双方之间的工作流程。

15.3 Subcontractor's quality inspection
15.3 分包商的质量检验

The Subcontractor must inspect the materials, concrete, components and equipment according to regulations prior making submissions to the Contractor, and it is strictly prohibited to use unqualified materials, products and equipment.
分包商在向承包商提交材料、混凝土、部件和设备之前，必须按规定进行检验，严禁使用不合格的材料、产品和设备。

15.4 Quality inspection by Contractor, General Contractor or Supervisor
15.4 承包商、总承包商或监理人的质量检验

The Contractor, the General Contractor or the Supervisor have the right to inspect all parts of the construction and the technology, materials and Engineering Equipment used. The Subcontractor shall provide convenience for the inspection of the Contractor, the General Contractor or the Supervisor, including when the Contractor, the General Contractor or the Supervisor going to the construction Site, the manufacturing and processing place, or other places agreed in this Subcontract to inspect and consult the original construction records. The Subcontractor shall also carry out sampling test, engineering rechecks measurement and equipment performance test on the construction Site, provide test samples, submit test reports and measurement results and other work required by the Contractor, the General Contractor or the Supervisor. The inspection by the Contractor, the General Contractor or the Supervisor shall not exempt the Subcontractor from the responsibilities as agreed in this Subcontract. The Subcontractor shall select a qualified laboratory for inspection according to the requirements of the design documents, and the inspection items, inspection frequency or third-party inspection requirements shall be strictly implemented in accordance with the design documents.
承包商、总承包商或监理人有权对工程的各个部分以及所使用的技术、材料和工程设备进行检查。分包商应为承包商、总承包商或监理人的检查提供便利，包括当承包商、总承包商或监理人前往施工现场、制造和加工场所时，或本分包合同约定的其他场所，检查和查阅原施工记录。分包商还应在施工现场进行抽样试验、

工程复核测量和设备性能试验，提供试验样品、提交试验报告和测量结果以及承包商、总承包商或监理要求的其他工作。承包商、总承包商或监理人的检验不得免除分包商在合同中约定的责任。分包商应根据设计文件的要求选择有资质的实验室进行检验，并严格按照设计文件的要求执行检验项目、检验频率或第三方检验要求。

15.5 Inspection before covering construction works

15.5 施工前检查

15.5.1 Notification to Supervisor for inspection

15.5.1 通知监理人进行检查

After the parts of Works that are to become covered are inspected by the Subcontractor and have met the covering conditions, the Subcontractor shall notify the Contractor, and the Contractor, the General Contractor and the Supervisor shall inspect them within the agreed time limit. Self-inspection records and necessary inspection data shall be attached to the notice from the Subcontractor. The Contractor, the General Contractor and the Supervisor shall be present for inspection on time. After the Contractor, the General Contractor and the Supervisor check and confirm that the quality meets the requirements, and sign the inspection record, the Subcontractor may start the covering. If the Subcontractor fails to attend the inspection, the conclusions of the Contractor or General Contractor or Supervisor shall be accepted as accurate. If the Contractor and the Supervisor check and confirm that the quality is unqualified, the Subcontractor shall repair and rework the parts within the time indicated by the Contractor, the General Contractor and the Supervisor, and then the Contractor, the General Contractor and the Supervisor shall re-check the parts following the Subcontractor's repeated request for inspection.

在分包商对将要覆盖的部分工程进行检查并满足覆盖条件后，分包商应通知承包商，而承包商、总承包商和监理人应在约定的期限内对其进行检查。分包商的通知应附有自检记录和必要的检验资料。承包商、总承包商和监理人应按时到场检查。承包商、总承包商、监理人检查确认质量符合要求，并在检验记录上签字后，分包方可开始覆盖。如果分包商未能参加检查，承包商或总承包商或监理人的结论应被视为准确。如果承包商和监理人检查确认质量不合格，分包商应在承包商、总承包商和监理人规定的时间内对该部分进行修理和返工，然后承包商、总承包商和监理应根据分包商的多次检查要求，对该部分进行复核。

15.5.2 Absence of Supervisor for inspection

15.5.2 监理人缺勤检查

If the General Contractor and the Supervisor fail to check at the time agreed in Item 15.5.1, the Subcontractor may complete the covering work with the consent of the Contractor, unless otherwise instructed by the Supervisor, make corresponding records, and submit them to the Contractor for signing and confirmation. In case the Contractor has any doubt about the inspection records afterwards, the Contractor may re-inspect the records according to the stipulations in Item 15.5.3.

如果总承包商与监理人未按第 15.5.1 条约定的时间进行核查，除监理人另有指示外，分包商可在征得承包商同意的情况下完成覆盖工作，并做好相应的记录，提

交承包商签字确认。承包商事后对检查记录有疑问时，可按 15.5.3 项的规定重新检查记录。

15.5.3 Re-inspection by Supervisor

15.5.3 监理人复验

After the Subcontractor covers the parts of the Works according to Article 15.5.1 or Article 15.5.2, if the General Contractor and the Supervisor have doubts about the quality, they may require the Subcontractor to drill holes for detection or uncover the covered parts for re-inspection, and the Subcontractor shall comply with the requirement and re-cover them for restoration after inspection. If it is proved through inspection that the construction quality meets the requirements of this Subcontract, the Contractor shall bear the increased costs and/or delay in Time for Completion; if it is proved through inspection that the construction quality does not meet the requirements of this Subcontract, the increased costs and/or delays in Time for Completion shall be borne by the Subcontractor who shall remedy as instructed. If the Subcontractor fails to attend the inspection, the conclusions of the Contractor or General Contractor or Supervisor shall be accepted as accurate.

在分包商按照 15.5.1 条或 15.5.2 条的规定对部分工程进行覆盖后，如果总承包商和监理对质量有疑问，他们可以要求分包商钻孔进行检测或将覆盖的部分揭开进行复检。分包商应遵守该要求，并在检查后将其收回进行恢复。经检验证明工程质量符合合同要求的，由此增加的费用和/或工期延误由承包商承担;如果经检验证明施工质量不符合合同要求，增加的成本和/或工期延误应由分包商承担，并应按指示进行补救。如果分包商未能参加检查，承包商或总承包商或监理人的结论应被视为准确。

15.5.4 Unauthorized covering by Subcontractor

15.5.4 分包商未经授权的覆盖

If the Subcontractor fails to notify the Contractor, the General Contractor and the Supervisor to attend the inspection and covers the construction parts to be covered without permission, the Contractor, the General Contractor and the Supervisor shall have the right to instruct the Subcontractor to drill holes for detection or uncover the covered parts for inspection, and the increased cost and/or delay in Time for Completion shall be borne by the Subcontractor.

如果分包商未通知承包商、总承包商和监理人参加检查并对未经许可的施工部分进行覆盖，则承包商、总承包商和监理人有权指示分包商钻孔进行检测或将覆盖的部分揭开进行检查，增加的成本和/或工期延误应由分包商承担。

15.6 Clearing of unqualified works

15.6 不合格工程的清理

If the Subcontractor uses unqualified materials and Engineering Equipment, or adopts inappropriate construction techniques or improper construction, resulting in unqualified works, the Contractor may issue instructions at any time, requiring the Subcontractor to take immediate measures to remedy them until they meet the quality

standards required by this Subcontract, and the increased costs and/or delays in Time for Completion shall be borne by the Subcontractor. In the event that the Subcontractor fails to comply with a Contractor's instruction under this Clause to the satisfaction of the Contractor and/or General Contractor and/or Supervisor and/or Investor, then the Contractor may, after giving a 7-day advance notice, engage a third-party entity to perform the required works as described in the notice, or perform them itself, at the Subcontractor's expense. The Subcontractor shall be fully responsible for all works and repairs done by the third-party entity or the Contractor and the full cost of having third-party entity or the Contractor remedy the non-compliance shall be deducted from any amount due to the Subcontractor.
如果分包商使用不合格的材料和工程设备，或采用不适当的施工技术或不当施工，导致工程不合格，承包商可随时发出指示，要求分包商立即采取补救措施，直至其达到本分包合同要求的质量标准，而增加的成本和/或竣工时间延误应由分包商承担。如果分包商未能遵守承包商的指令下的满意度这一条款承包商和/或总承包商和/或监理人和/或投资人,则承包商可以在提前 7 天通知后，聘请第三方实体执行通知中所述的所需工程，或自行执行，费用由分包商承担。分包商应对第三方实体或承包商所做的所有工程和维修负全责，且由第三方实体或承包商补救违规行为的全部费用应从应付给分包商的任何金额中扣除。

16. Testing and Inspection

16.测试和检验

This clause shall be implemented in accordance with the provisions of the Main Subcontract.
该条款按主分包合同的规定执行.

17. Variation

17.变更

17.1 Scope and contents of change

17.1 变更范围及内容

Any variation of the Subcontractor on the Works shall meet the relevant provisions in the Commercial Contract.
分包商对工程的任何变更均应符合商务合同中的相关规定。

For any variations related to design, the Subcontractor must obtain the written permission of the Contractor, the General Contractor and the Investor. Without the written approval of the Investor, the General Contractor and the Contractor, the Subcontractor shall not request value of variation to be included in this Subcontract Price. At any time prior to the issue of the Taking Over Certificate for the Works, the Contractor may propose a variation order by issuing an instruction or by requiring the Subcontractor to submit a proposal, and the Subcontractor shall implement and be bound by each variation order unless the Subcontractor immediately notifies the

Contractor (with specific supporting particulars attached) and explains: (1) The Subcontractor is unable to obtain the goods required for the variation in time; (2) The variation will reduce the safety or suitability of the works; or (3) The variation will have a negative impact on quality. The cost of preparing the proposal shall be borne by the Subcontractor.
对于任何与设计相关的变更，分包商必须获得承包商、总承包商和投资人的书面许可。未经投资人、总承包商和承包商的书面批准，分包商不得要求在合同价格中包含变更价值。在颁发工程接收证书之前的任何时候，承包商可通过发出指示或要求分包商提交一份建议书的方式，提出更改订单。分包商应执行每一变更订单并受其约束，除非分包商立即通知承包商(附具体的支持细节)并解释:(1)分包商无法及时获得变更所需的货物;(2)变更会降低工程的安全性或适宜性;或(3)对质量有负面影响。编制建议书的费用应由分包商承担。

17.2 Variation proposed by the Investor or the General Contractor or the Contractor
17.2 投资人或总承包商或承包商提出的变更

When the Investor, the General Contractor or the Contractor propose variation, the Subcontractor shall actively cooperate and negotiate with the Investor through the Contractor on the impact of the variation on the Subcontract price and construction schedule. During the period waiting for confirmation by the Investor, the General Contractor or the Contractor, the Subcontractor shall not delay the works proposed by the subject variation, and the Subcontractor shall adjust its obligations under this Subcontract of construction, procurement, and installation to ensure the Contractor's compliance with General Contractor.
当投资人、总承包商或承包商提出变更时，分包商应通过承包商积极配合并与投资人协商变更对分包合同价格和施工进度的影响。在等待投资人、总承包商或承包商确认期间，分包商不得延迟变更所提议的工程，且分包商应调整其在施工、采购、和安装，以确保承包商遵守总承包商的规定。

17.3 Variation procedure
17.3 变更过程

If the Investor or the General Contractor requires a proposal before issuing a variation order, and such variation involves the works contracted by the Subcontractor, the Subcontractor shall respond in writing to the Contractor as soon as possible, or put forward the reasons for its failure to do so (if this is the case), or cooperate with the Contractor and the Design Subcontractor to submit:
如果投资人或总承包商需要建议发出变更令之前,和这种变更涉及到工程承包分包商,分包商应向承包商书面回复尽快,或提出的原因未能这样做(如果是这样),或与承包商及设计分包商合作提交:

(1) The description of the proposed design and (or) work to be completed, as well as the construction schedule;
(1)拟设计和(或)应完成的工作说明和施工进度计划;

(2) The Subcontractor's proposal to make necessary modifications to the construction schedule according to the requirements of the Contractor's schedule and Time for Completion;
(2)分包商根据其进度表和竣工时间的要求对施工进度表作出必要修改的建议;

(3) The Subcontractor's proposal for adjusting this Subcontract Price.
(3)分包商关于调整合同价格的建议。

The Contractor shall forward each variation order proposed by the Investor or the General Contractor to the Subcontractor. The Subcontractor shall keep records for each variation without suspending or delaying any work while waiting for a reply.
承包商应将投资人或总承包商提出的每次变更订单转发给分包商。分包商应对每次变更进行记录，在等待答复时不得暂停或拖延任何工作。

17.4 Evaluation of variation
17.4 变更的评估

17.4.1 In case the reduction in the scope of works due to the Investor/Supervisor/General Contractor, the instructions of the Investor/Supervisor/General Contractor will be followed. If the variation leads to a reduction in the Scope of Works and this Subcontract Price during the 'work performance' period, the General Contractor shall deduct the corresponding amount from the Contractor in accordance with Article 18.2. If the reduced scope of works in question belongs to a Subcontractor, the Contractor has the right to deduct the same amount from the Subcontractor's contract value.
17.4.1 如果由于投资人/监理人/总承包商的原因导致工程范围缩小，则应遵循投资人/监理人/总承包商的指示。如果该变更导致在"工作履行"期间工程范围和合同价格的减少，总承包商应按照第 18.2 条的规定从承包商中扣除相应的金额。如果被缩小的工程范围属于分包商，承包商有权从分包商的合同价值中扣除相同的金额。

17.4.2 In case the variation results in increase in Scope of Works, Contract Price during construction period, the price shall be negotiated separately subject to Article 18.2.
17.4.2 如果变更造成施工期间工程范围、合同价格增加，应按 18.2 条另行协商。

17.5 Subcontractor's proposal
17.5 分包商的建议

This clause shall be implemented in accordance with the provisions of the Main Subcontract.
该条款按主分包合同的规定执行。

17.6 Adjustments due to regulatory changes

17.6 因法规变化而调整

This clause shall be implemented in accordance with the provisions of the Main Subcontract.

该条款按主分包合同的规定执行。

18. Price and adjustment

18.价格和调整

18.1 Subcontract Price

18.1 分包合同价格

18.1.1 This Subcontract is a fixed unit price contract. this Subcontract Price is USD 619,074.60 (without VAT) (in words: Six Hundred Nineteen Thousand Seventy-Four and 60/100 Dollars). VAT shall be calculated according to the Serbian VAT law.

The payment amount is calculated according to the unit price in the Table of Price in Appendix 4, which are fixed

18.1.1 本分包合同为固定单价合同。合同价格为:619,074.60 美元(不含增值税)(大写: 陆拾壹万玖仟零柒拾肆点陆美元)。增值税应根据塞尔维亚增值税法计算。

支付金额按照附件 4 中价格表的单价进行计算，该单价是固定的。

This Subcontract Price shall not be adjusted except in the case of Article 18.2 hereof, and this Subcontract Price shall include all the obligations assumed by the Subcontractor under this Subcontract, including but not limited to provide necessary construction machines and tools, equipment, materials and consumables, and labor in order to complete the Works according to the technical specification and standards, conduct installation, completion acceptance and test, commissioning, defect repair and quality and safety inspection, and be responsible for the construction of roads entering the Site and the maintenance of local roads, access route (access road), borrow pits, quarries, dumping Sites, material storage Sites, personnel accommodation, office camps, the mobilization of water, electricity, personnel and machinery, the construction and maintenance of traffic diversion, and the construction measures in rainy seasons and winter required for the implementation of the Works; in addition, it shall bear all expenses such as safety protection fee, management fee, temporary and transitional engineering fee, engineering maintenance fee, incentive and restraint assessment expenses, price of contracts signed by the Contractor on behalf of the Subcontractor, taxes, insurance premium, subcontracting risk cost, permit and license required for construction, profit and any other expenses related to project implementation.

除本分包合同第 18.2 条的情况外，合同价格不得调整，合同价格应包括分包商根据本分包合同承担的所有义务，包括但不限于提供必要的施工机械和工具、设备、材料和消耗品，和劳工为了完成作品根据技术规范和标准,进行安装、竣工验收和测试,调试,缺陷修复和质量和安全检查,负责建设和道路进入网站和地方

道路的维护,访问路线(通路),借用坑、采石场、倾卸场、料场、人员住宿、办公营地、水、电、人员、机械动员、交通分流的建设和维护、雨季、冬季的施工措施;并承担安全保护费、管理费、临时及过渡工程费、工程维修费、奖惩评估费、承包商代表分包商签订的合同价款、税费、保险费、分包风险费用等一切费用。施工所需的许可证、许可证、利润和其他与项目实施有关的费用。

18.1.2 Construction safety cost is included in this Subcontract Price.
18.1.2 施工安全费用已包含在本分包合同价格中。

18.1.3 Subcontractor's risk cost
18.1.3 分包商的风险成本
this Subcontract Price includes the risk cost that the Subcontractor may incur in implementing the Works. This part of the risk cost includes but is not limited to the following:
合同价格包括分包商在实施工程过程中可能产生的风险成本。这部分风险成本包括但不限于以下内容:

(1)Losses caused by Non-Force Majeure and the cost of preventive measures taken against them;
(1)不可抗力造成的损失及采取预防措施的费用;

(2)Losses and increased measure expense caused by adjustment of construction schedule and method statement;
(2)施工进度和方法表调整造成的损失和计量费用增加;

(3)Insurance premium for Works;
(3)工程保险费;

(4)Deleted;
(4)已删除;

(5)Incentive and restraint assessment expenses;
(5)激励约束考核费用;

(6)Deleted;
(6)已删除;

(7)Risk resorting from the change in cost of labor, materials and equipment;
(7)因人工、材料、设备成本变化而产生的风险;

(8)Working items not included in the construction drawings/WSD/Table of Price have to be performed for the Works to achieve its intended purpose according to the requirements of relevant regulations, technical specifications, actual needs for implementation and operation of the railway.

(8)施工图纸/WSD/价格表中未列明的工作项目，必须按照有关法规、技术规范的要求，以及铁路实施和运营的实际需要，为工程达到预定目的而施工。

18.1.4 The working items included in this Subcontract Price will be listed in Appendix 3 WSD and Appendix 4 Table of Price. The working items included in the construction drawing but not reflected in Appendix 3 WSD and Appendix 4 Table of Price shall be deemed to have been included in working items in Appendix 3 WSD and Appendix 4 Table of Price.
18.1.4 本分包合同价格中包含的工作项目将列于附件 3 WSD 和附件 4《价格表》。施工图所列但未列于附件 3 WSD 及附件 4《价格表》的工作项目，应视为已列于附件 3WSD 及附件 4《价格表》的工作项目中。

18.2 Adjustment
18.2 调整

18.2.1 During the performance of this Subcontract, the Subcontractor shall not adjust this Subcontract Price in principle except in accordance with the relevant provisions of this Subcontract. Any change in this Subcontract Price (if any) shall not affect the validity of any other Articles of this Subcontract.
18.2.1 在本分包合同履行过程中，除根据本分包合同的有关规定外，分包商原则上不得调整合同价格。本分包合同价格如有变动，不影响本分包合同其他条款的效力。

18.2.2 If the increase or decrease of cost caused by unpredictable changes in external conditions, adjustment of Serbian laws and regulations after Base Date, instructions of the Investor or the Supervising Engineer or the General Contractor, claims jointly proposed by the Contractor and the Subcontractor, and the compensation for claims meet the conditions for price adjustment of the Commercial Contract, this Subcontract Price can be adjusted accordingly after negotiation between both parties after obtaining the approval of the Investor and the General Contractor.
18.2.2 如果由于外部条件不可预测的变化、基准日后塞尔维亚法律法规的调整、投资人或监理工程师或总承包商的指示、承包商和分包商共同提出的索赔而导致成本的增加或减少，且索赔补偿符合商务合同价格调整条件，经投资人和总承包商同意后，经双方协商调整合同价格。

18.2.3 The Contractor has the right to propose variations according to the needs of the Works, and the Subcontractor shall strictly implement the works according to design for variations. If the price adjustment conditions are met, this Subcontract Price shall be adjusted accordingly with reference to the relevant Articles of this Subcontract.
18.2.3 承包商有权根据工程的需要提出变更建议，分包商应严格按照变更设计实施工程。符合调价条件的，参照本分包合同有关条款对合同价格进行相应调整。

18.2.4 During the implementation of the Works, the Subcontractor is encouraged to optimize the design, and the saved project cost will be distributed to the Contractor

and the Subcontractor according to the Contractor's management methods.
18.2.4 在工程实施过程中，鼓励分包商进行优化设计，节省的工程成本将根据承包商的管理方法分配给承包商和分包商。

18.2.5 The Subcontractor agrees that they themselves bear the risk of possible differences in quantities between the Appendix 3 WSD, Appendix 4 Table of Price, the construction drawings and the actual work performed by Subcontractor, and that they have no right to claim for any additional cost (except for variations and claims approved by the Investor) from the Contractor. For the claimed amount from variations approved by the General Contractor to Contractor, the Contractor will charge to the Subcontractor the management fee at the percentage of 9% of the approved amount by General Contractor, but the bases for calculation of the management fee does not include the work performance safety cost of Contractor and Contractor's risk cost (if any) in the amount approved by the Investor. The Contractor and Subcontractor shall equally divide the approved claimed amount for extension of Time for Completion if the extension of Time for Completion approved by the Investor is directly connected to the Scope of Works of Subcontractor.
18.2.5 分包商同意他们自己承担附件 3WSD、附件 4《价格表》、施工图纸和分包商实际完成的工作之间可能存在的数量差异的风险。他们无权向承包商索赔任何额外费用(变更和投资人批准的索赔除外)。对于总承包商批准给承包商的变更的索赔金额，承包商将按总承包商批准金额的 9%的百分比向分包商收取管理费，该管理费应附加在分包商成本中。但管理费的计算依据不包括投资人批准的金额中承包商的工作安全成本和承包商的风险成本(如有)。如果投资人批准的竣工时间延长与分包商的工程范围直接相关，承包商和分包商应平均分配批准的竣工时间延长索赔金额。

18.3 Performance bank guarantee
18.3 履约银行保函

18.3.1 The Subcontractor shall submit the performance guarantee to the Contractor within 28 days after signing this Subcontract. The rating of the bank issuing the letter of guarantee shall meet the requirements of Contractor, and the format of the bank guarantee shall be approved by the Contractor. Banks that are acceptable for the Contractor are those which according to Moody's long-term credit rating standards are rated with at least Baa2 (group credit rating is acceptable) which must be published the year before issuing of a performance guaranty, as well the bank must be registered in the Republic of Serbia. Performance Bank Guarantee will have validity 28 days after expiry of Defect Notification Period which is 12 months from the date of Taking Over Certificate. But the Subcontractor is obliged to extend the Performance Guarantee under article 5.2.1 if the Time for Completion or Defects Notification Period is extended or if the Works are not completed.
18.3.1 分包商应在本分包合同签订后 28 日内向承包商提交履约保证书。 开具保函的银行评级应符合承包商的要求，银行保函的格式应经承包商批准。 承包商可接受的银行是根据穆迪长期信用评级标准至少获得 Baa2 评级（可接受集团信

用评级）的银行，该银行必须在履约保证书签发前一年公布，并且银行必须 在塞尔维亚共和国注册。履约银行保函的有效期为缺陷通知期届满后的 28 天，即自接收证书之日起 12 个月。但如果竣工时间或缺陷通知期延长或工程未完成，分包商有义务根据第 5.2.1 条延长履约保证。

All guarantee issued by the bank is irrevocably unconditionally without protest, at first sight, and without additional conditions for payment and complies with URDG 758 international standards.
所有由银行出具的保函是不可撤销的、无条件的、无异议的、见索即付的，并且没有附加的付款条件，并且符合 URDG 758 国际标准。

18.3.2 The performance bank guarantee provided by the Subcontractor to the Contractor shall be 10% of this Subcontract Price. The original performance bank guarantee shall be kept by the Contractor. All expenses required for issuance of the above guarantee shall be borne by the Subcontractor.
18.3.2 分包商向承包商提供的履约银行保函金额为合同价格的 10%。履约银行保函正本应由承包商保存。签发上述担保所需的所有费用应由分包商承担。

No amount will be paid until the Contractor has received and approved the Performance Guarantee.
在承包商收到并批准履约保函之前，不会支付任何款项。

19. Measurement and payment

19.计量与支付

19.1 Measurement

19.1 计量单位

19.1.1 Unit of measurement
19.1.1 计量单位
See the unit of measurement in Appendix 4 Table of Price of this Subcontract.
计量单位见本分包合同附件 4《价格表》。

19.1.2 Measurement basis
19.1.2 计量基础
(1)This Subcontract (including supplementary or Annexes/Appendixes to this Subcontract);
(1)本分包合同(包括本分包合同的补充或附件);

(2)Appendix 3 WSD and Appendix 4 Table of Price of this Subcontract and confirmed quantity of works actually completed in the current period;
(2)附件 3《WSD》及附件 4《价格表》确认的当期实际完成工程量;

(3)Relevant progress and quality documents approved by the Contractor;

(3)承包商认可的有关进度和质量文件;

(4)Approved construction drawings and approved optimized design;
(4)经批准的施工图和优化设计;

(5)The certificate of quality conformity;
(5)质量合格证明;

(6)Approved documents related to additional works and reduced works;
(6)增减工程的批准文件;

(7)Products, services and materials to be used for the Works;
(7)用于工程的产品、服务和材料;

(8)Management methods applicable to the Works formulated by the General Contractor.
(8)总承包商制定的适用于本工程的管理办法。

19.1.3 Measurement period
19.1.3 计量周期
Perform measurement once a month.
每月计量一次。

19.2 Payment
19.2 付款
19.2.1 Interim Payment Certificate
19.2.1 期中付款证明
The Interim Payment Certificate shall include the following items and shall be expressed in the currencies agreed in this Subcontract in the following order:
中期付款证书应包括以下项目，并应以本分包合同中约定的货币按以下顺序表示:

(1)Estimated contract value of Works executed and the Subcontractor's documents produced up to the end of the month (including variations but excluding items described in Sub-paragraphs (2)-(6) below);
(1)截至本月底已执行的工程的估计合同价值和分包商提交的文件(包括变更，但不包括下文第(2)-(6)款所述项目);

(2)Retention Money to be deducted in the amount of 5% of above value of the Works;
(2)保留金应按上述工程价值的 5%扣除;

(3)Any amounts to be added for Engineering Equipment and Materials delivered to the Site for the Permanent Works;
(3)为交付给永久工程现场的工程设备和材料而增加的任何款项;

(4)Any amounts to be deducted and certified in all previous Payment Certificates including all Engineering Equipment and Materials used in the Permanent Works;
(4)在所有以前的付款证书中扣除和确认的任何金额，包括在永久工程中使用的所有工程设备和材料;

(5)Any other additions or deductions payable under this Contract;
(5)本分包合同项下应付的任何其他增加或扣除;

(6)Additions or deductions determined by the management system and methods issued by the Contractor.
(6)承包商签发的管理制度和管理办法确定的增、减项目。

(7)According to the Serbian VAT law, article 22, for the purpose of invoicing will be used the official middle exchange rate of the National Bank of Serbia for USD on the day of turnover of the services. Both parties agree that the difference between the actual amount paid and the invoice is determined by Credit/Debit Note.
(7)根据塞尔维亚增值税法第 22 条，开具发票时将使用服务成交当日塞尔维亚国家银行对美元的官方中间汇率。双方同意实际支付金额与发票金额之间的差额由差额发票确定。

19.2.2 Subcontractor will submit Interim Payment Certificate at the end of each month. After submission of Interim Payment Certificate, Contractor will perform control within 14 days whether it is issued in accordance with the performed works and conditions of this Contract. If the Interim Payment Certificate is issued in accordance with the conditions of this Contract, Contractor will verify it.
19.2.2 分包商每月月底提交中期付款证明。在提交中期付款证书后，承包商将在 14 天内控制该证书是否符合所执行的工作和本分包合同的条件。如果中期付款证书是根据本分包合同的条件签发的，承包商将对其进行核实。

If the goods provided or work carried out by the Subcontractor do not meet the requirements of this Subcontract, the expenses related to rectification or replacement can be temporarily withheld and shall not be paid until after the Subcontractor completes rectification or replacement to the Contractor's satisfaction.
如果分包商提供的货物或进行的工作不符合本分包合同的要求，与整改或更换相关的费用可暂时扣发，且在分包商完成整改或更换至令承包商满意后方可支付;

If the Subcontractor has failed or currently fails to carry out the work or perform its obligations in accordance with the requirements of this Subcontract, and the Supervisor has given notice thereof, the amount related to such work may be temporarily withheld and shall not be paid until after the Subcontractor has successfully carried out the work or performed its obligations to the Contractor's satisfaction.
如果分包商未能或目前未能按照合同要求开展工作或履行其义务，且监理人已就